INDIAN REMOVAL TO THE WEST, 1832–1840

Files of the Office of the Commissary General of Subsistence

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PHILLIPS, Joseph

#6

Reservation

Adm^r. of

Ls Phillips dec^d

No 6.

Allowed

A Copy No 9094

Grant from the
State of Tennessee
to
Joseph Phillips

640 Acres

A Copy No 9094

The State of Tennessee

To all whom these presents shall come Greeting- Know ye, that in pursuance of an act of the General Assembly of the State of Tennessee passed at Murfreesborough- the first day the year of our Lord One thousand eight hundred and twenty two and twenty second day of April- the other on the seventh day of November in the year of our Lord One thousand Eight hundred and twenty three, And on Consideration of the Sum of eight hundred dollars paid into the Treasury of said State to Joseph Phillips, and his heirs a certain tract or parcel of Land Containing six hundred And forty acres lying and being in the County of - in the Hiwassee district State on Ocoee river, beginning at a Stake and running West eighty Chains to a State House South one hundred and sixty Chains to a Stake in open field near Ocoee then East One hundred and sixty Chains to a Stake on a hill side near a small Mill then North one hundred and sixty Chains to a Stake in a branch then West eighty Chains to the Beginning lying on the third Range East this Township Entered the 8th day of April 1820 with its appurtenances, to have and to hold the said tract or parcel of Land with its appurtenances, to the said Joseph Phillips and his heirs forever In Witness whereof I William Carroll Governor of the State of Tennessee have hereunto set my hand and caused the Great Seal of the said State to be affixed at Murfreesborough on the 21st day of August in the year of our Lord One thousand eight hundred and twenty four and of American Independence the forty ninth.

Daniel Graham Secretary By the Governor Wm Carroll

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Joseph Phillips hath title to the foregoing descr
ract of Land

Drury P. Armstrong
Register of E.T.

January 19th 1825
Then was this grant recorded in my
office

Drury P. Armstrong
Register of E.T.

Letters of
Administration
N. L. Peck
dd 4th April 1837

STATE OF TENNESSEE, Monroe County. } County Court Sessions, A. D. 1837
April

WHEREAS, it appeareth to us, that Joseph Phillips is dead, and hath made no will, and Letters of Administration being granted to Nicholas S Peck and bond and security given as directed by Law:

THIS is therefore to inform you, the said Nicholas S Peck well and truly to administer upon all the goods and chattles, rights and credits of the said Joseph Phillips deceased, and a true and faithful return of all and singular, your proceedings thereon, make to our county court according to law. Given under my hand, at office, in Madisonville, this 4th day of April 1837

James A Broyles Clerk

Treasurer's
Receipt to
Joseph Phillips
for $800.—
Copy

In pursuance of an act of the General assembly, passed at Mount Vernon on the 22d day of August 1822, and an act passed the 7th day of November 1823 I have received of Joseph Phillips eight hundred dollars, being one dollar and twenty five cents per acre, for six hundred and forty acres of land, situate in the Shawnee district and laid down as a reservation for said Joseph Phillips and of the description called life estate reservation.

21st August 1824.

M. Nelson S.E.S.

$800.00 cts

State of Tennessee Henry County

Register's office

I hereby certify that the above is a true copy of a receipt in the name of Joseph Phillips, now on file in my office.

Given under my hand at office this 11th day of October 1834.

C. P. Thweatt R.C.

Register of East Tennessee

Petition of
Nicholas S. Pick
Administrator of
Joseph Philips dec'd

for the refunding of
the amt. P. State $800.

Allowed & Paid.

Decree written up

To the Hon Wilkins Tannehill and John Keahey Comrs. &c.

The Petition of Nicholas S. Peck administrator of Joseph Phillips dec'd respectfully represents to your honors. that the said Intustah Phillips a white man the head of an indian family being the husband of a Cherokee indian woman, and the father of several children by her took a reservation pursuant to the treaty of 1817 & 1819 on the territory ceded by the Cherokees to the U. States by those treaties in Dallas & Blount Counties in the State of Tennessee. That he registered his name in right of his wife with the Cherokee agent On the Registers of the Intah Reservation for said reservation on the 15th day of June 1817 - A Copy of which Registry is herewith filed as a part of this petition - That said Phillips resided on said reservation at the date of the treaty of 1817 and at the date of said Registry and On the 1st day of Jany 1820

Your Petitioner further represents that the State of Tennessee by an act of the Genl Assembly of 1821 Chap 178 authorized the Treasurer of East Tennessee to sell at Public Sale to the highest bidder the reservation of David Taylor and Andrew Taylor two white men heads of indian families, who had also taken reservations by or under the treaty of 1817 - One of which reservations was not sold being previously described in the act, but the other was sold by the Treasurer at the Tennessee Sale described in the act, to Andrew Taylor the Reservation turned out of possession by the purchaser - This procedure was adopted by the Legislature of Tennessee probably from an impression that a white man could not be such head of an indian family as would entitle him to a reservation under the treaties of 1817 & 1819 - That by an act of the Genl Assembly of Tennessee of 1822 Chap a power was directed to be issued by the Registry of East Tennessee to the purchasers - That at the same session of

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the Legislature the State of Tennessee by an act Chapter
and by an act of 1823 Chapt 149 proceed to such
Reservation as would pay into the Treasury the sum of $1284
for a use for this reservation to issue them grants for the
same - That the State of Tennessee by the sale of Taylors
reservation having thus manifested her intention to appropri-
ate all reservations similarly situated the said Phillips
was compelled to abandon his right under the Treaties, and
his reservation as such and to purchase from the State of
Tennessee under said last mentioned act of Assembly, to
regard the danger of loosing his land and the expense
of a doubtful lawsuit, among a people highly prejudiced
against his right under the Treaties - That Petitioner
himself notified and warned by the example made of
Taylor of what he might expect, if he should not
accept of the proposition of the State of Tennessee the
said Petitioner did on the 21st day of Augt 1824 pay
into the Treasury of the State of Tennessee, the sum of
$800. and obtained a grant for the Reservation which said
grant from the State of Tennessee together with a copy of
the receipt of the Treasury of said Tennessee are herewith
filed as a part of this petition - That under the Treaty
of 1835 Your petitioner as a Reservatior as aforesaid
is entitled, as he is advised and believes to be refunded the
said sum of $800 paid the State as aforesaid by Petitioner
together with the interest thereon - Wherefore your Peti-
tioner prays that said sum of $800 with the interest thereon
may be awarded Your petitioner as a Reservatior as
aforesaid - A copy of letters of which a Reservation
are also herewith filed as a part of this petition

Nicholas S Peck
Oct 17th 1837

David Parker
Esqr.

David Taylor maketh Oath that he was acquainted with Joseph Philips who took a renovation in right of his wife under the Treaty of 1817 from the year 1815, that when he last saw Philips, he had left the Cherokee agency to be removed to Arkansa and from the fear of the Marshal or Sheriff he left his family to avoid the Sheriff or officer who affiant understood was in pursuit of him with an Execution or Ca. Sa. in favour of John Carmichael which he said he would never pay over again. if he ever got Philips' land his wife

Affiant

over both had he affiant is informed

Sworn to Subscribed
the 18th Oct. 1837 before

David his X Taylor
mark

John Standefer
Justice Commissioner

Nicholas J. Peck maketh oath that he was personally acquainted with Joseph Phillips and his family and lived within one mile of said family from the first of January 1821 upto the year of 1825 in February at which time Joseph Phillips Removed from his Reservation into the Cherokee Nation very much against his wife's will or inclination

Joseph Phillips on the 21st day of August 1824 Paid to the Treasurer of East Tennessee 800 dollars and was obtained a Grant from the Register for his Reservation of 640 Acres of Land in the Tellico Plains Monroe County State of Tennessee —

That a certain John Carmichael Recovered a Judgment against Joseph Phillips in one of the Courts of Tennessee for about the sum of fourteen or fifteen hundred dollars a debt claimed by a man in Georgia named Ruddle Ruddle claimed a debt against one Browder Phillips was indebted to Browder and Previous to the Purchase of Carmichael from Ruddle Browder Collected his debt from Phillips

But so it was that through the Negligence and want of Skill in the management of his cause and being viewed as an Indian Country man a Judgement was Recovered against him for the same debt he had Previously paid Browder —

Carmichael had his Execution Levyed on Phillips Reservation and sold said land for some thing over one hundred dollars Carmichael and Dunlop

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became the purchasers and for the Remaining
balance of said debt Carmichael Ran a Case
Phillips as he understood his family was Just
about to remove to Arkansaw Phillips thought it
best to keep out of the officers Reach
Affiant had done a great deal of Lawings
for Mr and Mrs Phillips respecting their Reservation
Claim. Major Curry Mrs Phillips and Affiant had a con
=versation about the said Reservation Major
Curry advised Mrs Phillips that the Government
would some day pay back the Money they had
paid for their Reserve to the State of Tennessee
consequently the Grant was placed in my hands
to enable me when the Government should make
provision for the payment of the same to present
it in some legal way to secure the Money
Affiant is in formed and believes that Carmi
=chael has procured a transcript of his Judgment
and is preparing to secure any Money that
should be awarded the Estate of Phillips in this
Court— The said Carmichael has now
in his possession Land bought at said sale worth more than the full
amount of his debt against Phillips— That Affiant being advised
that the Money that might be awarded by this Court
on account of the sum paid the State by Phillips
would be a Chattel interest that it would be pro
=per to Administer upon Phillips Estate and
procure Letters of Administration ——

Estate
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As the only proper authority to prosecute this Claim before this Court, did Administer on said Estate pursuant to the Laws of Tennessee where said Reservation was situated Affiant believes he can successfully resist the Judgment of said Carmichael in the Courts of Tennessee in behalf of the heirs of Joseph Phillips - As he is informed that Carmich=ael cannot proceed under the Laws of Tennessee against the heirs without reversing his Judgement against them and making them parties there to

Affiant does believe that Carmichael will so soon as he is informed of a Judgment is Rendered in favour of the Estate of Phillips file his Judgement before the Honorable Commissioners for the purpose of securing to him self the whole of the award

Which Affiant believes he can make it appear to be wholy unjust

Nicholas J. Pole

Sworn to & subscribed
18th Oct. 1837 before
John Kincaid
Recr. Ala. County

Pigeon

Reservation.

Pigeon

No 127.

Allowed

To whom it may Concern

This Person a native of the Cherokee Nation has this day registered his name in the Cherokee Agents Office for a section of land on Battle Creek one mile above Georgia Line conformably to a Treaty concluded between the United States and the Cherokee Nation on the 8th day of July 1817.

Given under my hand

3 and amenable to the Laws of the United States.

Given under my hand and the seal of the Cherokee Agency this 20th day of June 1819

Return J. Meigs

Know all men by these presents that we John Stewart
Jonathan Crooked and James Stanafer principals
and James Stewart Gallatin County Surveyor. Securities
are held and firmly bound unto Pigeon a Cherokee
Indian and his heirs in the penal sum of one hund-
red dollars each and individually for good and lawfull money
of the United States to be paid unto the said Pigeon his heirs
executors and administrators for which payment well and truly
to be made we bind ourselves our heirs executors and administrators
severally firmly by these presents sealed with our seals and dated
this 3rd day of September 1806

The condition of the above obligation is such
that if the above bounden John Stewart Jonathan
Crooked & James Stanafer shall well and truly
pay unto the said Pigeon one third of the corn
now growing on the improvement whereon the said
Stewart Crooked & Standafer now lives — provided
the said Pigeon shall establish his reservation so
as to include said improvement — and it is
further distinctly understood and agreed by
and between the contracting parties — that they
nor in any wise to oppose or prevent either by
themselves or any person or persons for them
said Pigeon from settling on said improvement
Then this obligation shall be null and void other
wise to be and remain in full force and virtue

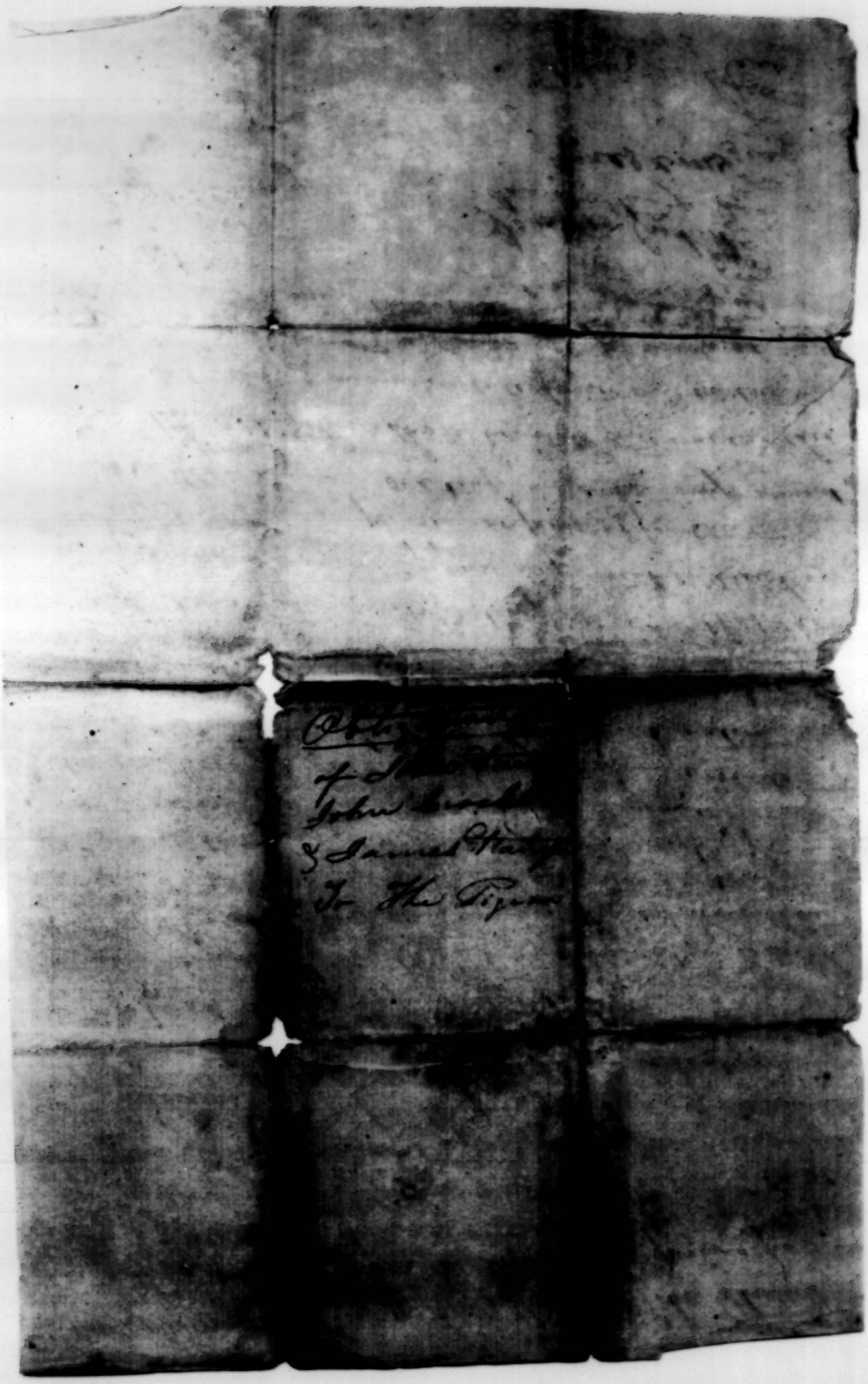
signed sealed and delivered in presents of
the day and date above written

Attest

Wash Williams

John Stewart Seal
his
Salathiel + Guard Seal
mark
Jonathan Crooked Seal
David Standifer Seal
James Irwin Seal
his
Wallace + Bard Seal
mark

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Old Kentucky
Old Records
Pendleton 1811 and

Harrison Co. Ky.

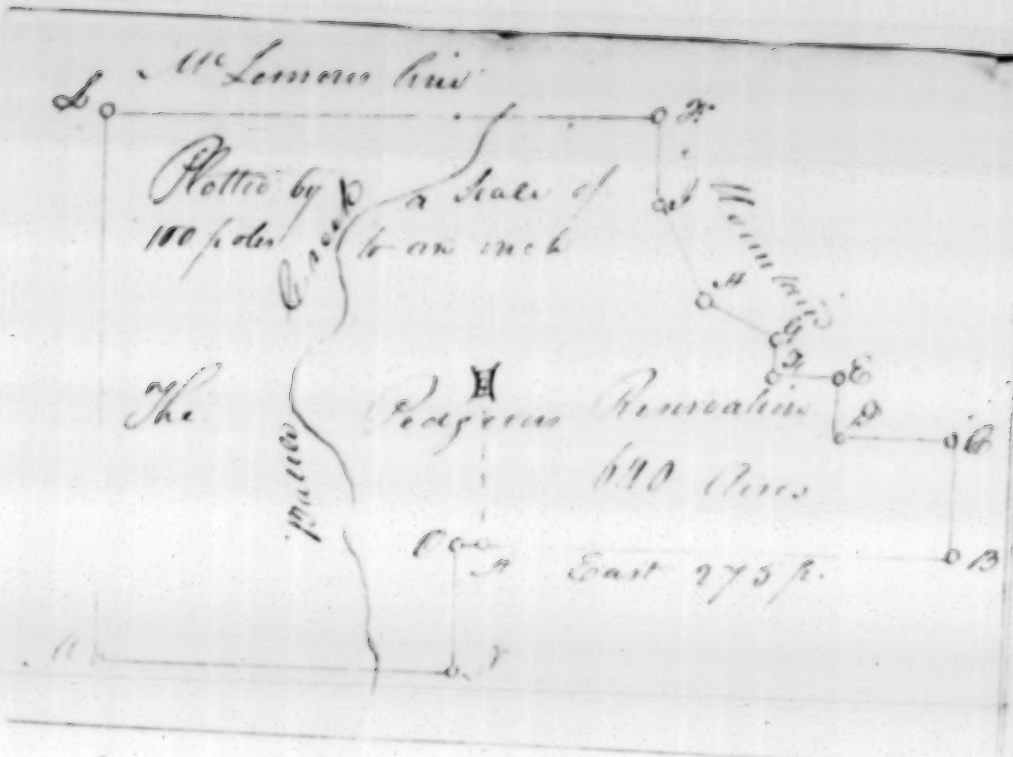
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Court Circuit
& Chancery
Records
1810 & 1811

B

Harrison Co. Ky.

Copy



State of
Tennessee
Marion County
to wit

By request of
Mr. G. Williams
Rep. agent
of the Cherokee
Nation, I
have surveyed
a reservation
of 640 acres
of land for the Indian lying and being on both sides
of Battle Creek. Bounded and described as follows —
Beginning at a white Oak and Hickory on the
South side of Battle Creek Reservation
Nearly [illegible] South of the Main road by the Indian
[illegible] with Line [illegible] Thence West
[illegible] to a red Oak [illegible] Thence
North twenty poles to a red Oak [illegible] Thence
[illegible] West, [illegible] poles to a
[illegible] North twenty [illegible] poles to a post
Oak — North
[illegible] Reservation line, [illegible] poles West of the Cor-
ner — Thence with said line West eighty poles to
a Battle creek dropping down, Down said creek, in
all [illegible] and ten poles to a Stake at a
Sycamore — Thence South three hundred and
four poles to a Stake — Thence East One hundred and
Ninety poles to a Stake on the Sought line Thence
with the same North seventy poles to an Elm Cor-
ner — Thence with his line East fourteen poles to the
beginning — containing the improvement of
Samuel Harris, Isaac Roberts, Benjamin Durham
& Isaac Timms.

Surveyed 26 Jan. 1826

Matthew Barber
Overton Harris } Mc

E. Stewart

Sr

State of Tennessee
Marion County } On this 16th day of January 1837. I. Burgess Mathews one of the acting justices of the peace in and for the County aforesaid have called and caused to come before me at Mead & Skelton's Store in Jasper in said County aforesaid John Kelly. a citizen of this County who being first duly sworn on the Holy Evangelist of Almighty God to speak the truth deposeth and saith.

That from the first organization of the County of Marion I acted as deputy Register for a number of years and from a late examination of the Register books I can find no registration of any transfer or deed of conveyance from Nancy Ground. Peggy Thorny, Eight Killer Or the region (Natives of the Cherokee nation of Indians who claimed reservation in the said County of Marion) to any person whatever neither did I ever Know or hear of either of them selling or disposing of there reservations to any person whatever and further this deponent saith not

John Kelly

State of Tennessee
Marion County } I. Burgess Mathews one of the acting Justices of the peace in and for the County aforesaid Certify I am intimately acquainted with the above named John Kelly who has this day deposed on oath before me the foregoing after having been duly qualified, and believe him entitled to full credit and that the said John Kelly signed the said deposition with his own proper hand in my presence Given under my hand and seal this 16th day of January 1837.

(Burgess Mathews Seal)
Justice of the Peace

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State of Tennessee
Marion County } I David L Shelton Clerk of the County
Court of the County aforesaid do certify
that Burgess Matthews who signed the within Certificate
is now and was at the time of signing the same an acting
justice of the peace in and for the County aforesaid to which full faith
and Credit is due and ought to be given to his official
acts and that the same is in his own proper hand writing
I further Certify I am personally acquainted with John Kelly
who is a witness to the within deposition and believe him entitled
to full credit. In testimony whereof I have hereunto set
my name and affixed the seal of
my office (not having an official seal) at
office in Jasper this 16th day of January 1837

David L Shelton clerk

State of Tennessee
Marion County } I Burgess Matthews presiding Chairman
of the County Court of the County aforesaid
do certify that David L Shelton who signed the foregoing Certificate
is now and was at the time of signing the same Clerk of said
Court duly qualified, that full faith and Credit is due and
ought to be given to his official acts as such and that the
same is in form of Law and by the proper officer. I further
Certify I am personally acquainted with John Kelly who signed
the within deposition and believe him entitled to full Credit
Given under my hand and seal this 15th day of January
1837.

Burgess Matthews
Justice of the Peace &
Presiding Chairman of
the County Court

Deposition

John Kelley

Eight Miller
Pidgeon
Peggy Story
Nancy Goard

Was duly Registered & sworn
Witness of the Parties whom
he saved having made
Oath or any consanguin
relations

State of
Mass

Deposition

James Griffith

Eight Miller
Pidgeon
Peggy Story
Nancy Ward

County Register's Office
Reading any deed being
Made or been any

State of Tennessee
Marion County

On this 18th day of January 1837
I Burgess Matthews one of the acting
justices of the peace in and for the County
aforesaid have
called and caused to come before me at the Store House
of Mead & Shelton in Jasper and county aforesaid, James
Griffith a citizen of said County who being duly sworn
on the Holy Evangelist of almighty God to speak. the
truth deposeth and saith

That I am the Register of Marion County
an examination made of
aforesaid and from the Books of said office, cannot
find any transfer or deed registered from, Pidgeon,
Eight Killer, Peggy Shorey. or Nancy Goard natives of
the Cherokee nation to any person whatever, neither did
I ever know or hear of either of them selling or disposing
of their reservations to any person, and further this
deponent saith not.

Jas. Griffith

State of Tennessee
Marion County

I Burgess Matthews one of the acting
justices of the peace in and for the County
aforesaid do certify I am personally acquainted with the above
named James Griffith who has this day deposed on oath
before me the foregoing affer having been duly qualified and
believed him entitled to full credit as such, and that the said
James Griffith signed the said deposition with his own proper
hand in my presence Given under my hand and seal this
18th day of January 1837. Burgess Matthews Seal

State of Tennessee
Marion County

I David S Shelton Clerk of the County Court
of the County aforesaid do certify that Burgess
Matthews who signed the above certificate is now and was at
time of signing the same an acting justice of the peace in and
for the County aforesaid duly commissioned and qualified that full
faith and credit is due and ought to be given to his official
acts and that the same is in his own proper hand writing
I further certify I am personally acquainted with James Griffith
who signed the foregoing deposition and believed him entitled

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to fact ait ~~whereof~~ that ~~I~~ he has hereunto my hand
hereunto set my name and affixed the private
seal of my office (not having an official
seal) at office in Jasper this 16th day of
January 1837. David L Stetler Clerk

State of Indiana
Marion County ss I. Burgess Matthews presiding Chairman
of the County Court of the County aforesaid
do certify that David L Shelton who signed the foregoing
Certificate is now and was at the time of signing the same
Clerk of said Court duly qualified that full faith and credit
is due and ought to be given to his official acts as
such and that the same is in due form of law and by the
proper officer I further certify I am personally acquainted
with James Griffith who signed the within deposition and
believe him entitled to full credit Given under my hand
and seal this 16th day of January 1837.

Burgess Matthews
Justice of the Marion
& Presiding Chairman
of the Court aforesaid

State of Tennessee
Marion County } I David L Shelton Clerk of the County Court of the County aforesaid do certify that John H. Tate who signed the foregoing Certificate is now and was at the time of signing the same an acting Justice of the Peace for the County aforesaid duly Commissioned and qualified that full faith and Credit is due and ought to be given to his official acts as such and that the same is in his own proper hand writing. I further certify that I am personally acquainted with Sally Rives who has signed the foregoing deposition and to whom he annexed to full Credit and that his signature is in her own hand writing. In testimony whereof I have hereunto set my name and affixed the seal of my office (not having an official seal) at office in Jasper this 16th day of January 1837.

David L Shelton clerk

State of Tennessee
Marion County } I Burgess Mc.Aden presiding Chairman of the County Court of the County aforesaid do certify that David L Shelton whose name appears officially signed to the above Certificate is now and was at the time of signing the same Clerk of said Court duly qualified that full faith and Credit is due and ought to be given to his official acts as such and that the same is in form of law and by the proper officer. I further certify I am personally acquainted with Sally Rives who signed the foregoing deposition and to whom he annexed to full Credit given under my hand and seal this 16th day of January 1837.

Burgess McAden
Justice of the Peace &
Chairman of the County
Court Law

State of Tennessee
Marion County } On this 10th day of January 1837 I John
K. Tate — One of the acting Justices
of the peace in and for the County aforesaid have called and Caused to
Come before me at the Store House of Mr. B & Mr. Bee in said County Sally Rees
wife of Stephen Rees a Cherokee of said County and State aforesaid who
being first duly sworn on the Holy Evangelist of Almighty God to speak the
truth the whole truth and nothing but the truth

That in the fall of the year 1819 my Husband and family
moved to the County of Marion aforesaid the same being the year previous as
I was informed the Cherokee Indians had agreed by Treaty to remove from
the North side of the Tennessee river, and settled on a reservation of six
hundred and forty acres of land at Battle Creek in said County of Marion
taken by Pidgeon a Native of said Nation then being no house into which
we could move we built a Camp about forty or fifty yards from
John Stewarts dwelling house who lived about a four mile from Pidgeons
on said Reservation and during the day time I was generally at either
Stewarts or Pidgeons house and there was protected from both Husband
and Pidgeon That Stewart had rented that Season of Pidgeon, and further
repeatedly say he would never rent again from Pidgeon
nor that would he give him possession of the place he had rented of him
but he be damned if he did not drive Pidgeon off said land as
the damned Indian had no right to remain there That while living in the
Camp aforesaid I was standing in the Yard of John Stewart and saw Peter
Manuel and Ellen Manuel Step Son and Daughter of John Stewart
throw part of the Cotton rag attached to the dwelling of Pidgeon I also seen
the said Peter and Ellen to take to pieces a Spinning wheel of said
Pidgeons and entirely rendered it unfit for use and seen them
put part of the Irons of said wheel in the Yard of John Stewarts whereon
that night I Peter Manuel about one quarter of a mile and that I repeatedly
heard said Stewart say he be damned if he did not drive the Indians
off said land, or else tear up and destroy every thing he had for he
he damned if he would not as soon kill the damned Indians as not and
would do so if he did not move That the rent corn paid by Stewart and
Peter Manuel was for who also tended the same piece of land with Stewart
was for a field containing about fifteen acres I saw the
as rent which was put into a Crib lightly adjoining near the house of Pidgeon
that having to pass the houses of Pidgeon and Stewart in a small Path of
Pidgeons Crib I passing
Mrs Stewart ask her son Perry to go to the Crib and
having been but a few minutes from the Crib to the Spring as my object to
the Crib discovered the Chinking had been knocked out of the Crib of Pidgeon
and Stewart stalk and hogs eating out of said Crib I informed Stewart
of it who replied it made no difference except that he supposed they
(meaning his stock) would get fat on it and let them eat as much as
they wanted for it was no person Corn but a damned Indians That

Pe

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[illegible] at the [illegible] and in the County by persuading and [illegible] not accept the Pinyon off that price. That some time after the [illegible] and Shearing off the roof of said crib of Corn and on parting by Run asks Pinyon had discharged one half [illegible] the corn cribbed that the amount of rent Corn paid by Stuart & Manuel [illegible] and Linsey Buckels & Jones informed by Manuel that after the Pinyon [illegible] his Corn thus discharges he hauled the remainder down to Pinyon [illegible] or his wife for Safe keeping and found enough family [illegible] Run was let Pinyon to be carried to which I can see no opinion having [illegible] Corn while hauling off. That while the Pinyons were about from [illegible] as often stated as a visit the dwelling of his dwelling houses was all locked out of doors and was entirely open. I positively state from the [illegible] and continuing acts of Stuart and family towards Pinyon and family and threats made by Stuart believe that Pinyon [illegible] to the land [illegible] property without endangering the lives of him and family and had repeatedly heard him say through his wife or daughter that he [illegible] which was in the Spring or Summer of 1820.

[illegible] heard him say through his wife or aforesaid that he was compelled to leave his land or the whole people would kill him [illegible] I believe the cause assigned in said Pinyons [illegible] Stale is worth ten dollars per acre my husband [illegible] along in the Reservation of John Stuart at one dollar per bushel and believe Corn was worth that price at that time. Pinyon [illegible] no person now living in this County who [illegible] Reservation except myself and family and further the deponent saith not.

Sally Bear

State of Tennessee } I John H Yates one of the acting Justices
Marion County } of the Peace in and for the County aforesaid
do certify I am intimately acquainted with the above named
Sally Bear who has this day deposed before me the
foregoing after having been duly qualified and
[illegible] her intellect to full extent as such, and
that the said Sally Bear signed the same with
her own proper hand in my presence. Given under
hand and seal this 19th day of May 1843

John H Yates (seal)
Justice of the Peace

Deposition

Sally Rives

Pidgeon

Account Ruled of Pegion
v. Lund an Court of
the Land.

Expedition

Nathan Rives

Pidgeon while
absent from all his
Affairs by his Enemies —
was Pulled down
Plundered and Part of
Defaced Destroyed by
his Enemies.

State of Tennessee
Marion County

On this 10th day of January 1837 I.
John R. Dale one of the
justices of the peace in and for the County and State aforesaid
I being called and caused to come before me at the Stone House of Ellis &
J McBee in said County Nathan Rives a citizen of said County and State
who being first duly sworn on the Holy Evangelist of Almighty God to
speak the truth, deposeth and saith.

That in the fall & winter year 1819 I moved to the County
of Marion aforesaid the same being the year previous to the time the
Cherokee Indians had agreed by treaty to remove from the North side
of the Tennessee river, and settled myself on a reservation of six hundred
and forty acres of land taken by Pidgeon a valuation of said valuation on
Battle Creek in said County, that having no house to move into I built
a Camp and remained in said Camp about the month or the latter part of
Camp was within forty or fifty yards of the Stewarts dwelling House
but the Stewarts had under ground that part of Pidgeons Plantation
remaining in the Camp near Stewarts I had daily intercourse and
conversations with Stewart and Pidgeon and we made sales of
to the Cherokees by Stewart towards Pidgeon, whilst living at this
place I bought an Improvement of Elick Mannel within the bounds of
said reservation of Pidgeon and owned then which was about one fourth
mile from Stewarts and Pidgeon, that shortly after making purchase of
the place I bought as above stated I repaired, heard John Stewart say
he would not give Pidgeon possession of the place he had sold of his
nor would he suit again of Pidgeon neither should Pidgeon
on the place for he the h-d- if he did not drive him off, that after
this time by the apply or demand of 1820
Pidgeon and family left home on a visit to some relations
on the South side Tennessee river, and while absent said Stewart
put into one of the houses occupied by Pidgeon Corn and fifty
or six hundred bushels of corn, that immediately after the return
of Pidgeon and family it happened at his house early one morning
the Son in Law to the visiting he knew in his own house
and was informed by Pidgeon and his wife that Stewart
that John Stewart had done it the night previous which I did not
from the Roads I had heard said Pidgeon Stewart made, they also informed
me they had several articles taken out of the house to make room for
the Corn aforesaid, I positively state I was intimately and confidentially
with them living on the reservation of Pidgeon and then and there
saw and knew he was endangering his life or the lives of his
to remain on said place longer, I believe the lands included in said
reservation is an amount to one hundred & fifty dollars per acre

I purchased Corn directly after delivering on said Reservation of John Stewart at one dollar per bushel and believe corn to be worth that price at the time. I know of no person now living in this County who resides on said reservation of Pidgeon at the time of his expulsion from the same but myself and family and further this deponent saith not.

Nathan Rives

State of Tennessee } I John H. Yates one of the acting Justices
Marion County } of the peace in and for the County aforesaid do certify I am intimately acquainted with the above named Nathan Rives who has this day deposed on oath before me to the foregoing affidavit after having been duly qualified and believe him entitled to full credit on oath and that the said Nathan Rives signed the said deposition with his own proper hand in my presence. Given under my hand and seal this 10th day of Jany 1837

John H. Yates [seal]
Justice of the peace

State of Tennessee }
Marion County } I David S. Stillwell Clerk of the County Court of the County aforesaid do certify that John H. Yates who signed the foregoing certificate was at the time of signing the same an acting justice of the peace in and for the County aforesaid duly commissioned and qualified that full faith and credit is due and ought to be given to his official acts as such and that the name [illegible] is in his own proper hand writing. I further certify that I am personally acquainted with Nathan Rives who has signed the foregoing deposition and believe him entitled to full credit and that his signature is in his own hand writing. In testimony whereof I have hereunto set my hand and affixed the private seal of my office (not having an official seal) at office in Jasper this 16th day of January 1837.

David S. Stillwell Clerk

State of Tennessee
Marion County

I, Burgess Allen Chairman presiding Chairman of the County Court of the County aforesaid do Certify that Davis & Shelton whose name appears officially signed to the foregoing Relinquish is now and was at the time of signing the same Clerk of said Court duly qualified that full faith and Credit is due and ought to be given to his official acts as such and that the same is in due form of law and by the proper officer I further Certify I am personally acquainted with Nathan Rives who signed the foregoing Relinquishment and believe him entitled to full credit Given under my hand and seal this 16th day of February 1837.

Burgess Allen Chairman
Justice of the Peace
& Chairman of the
County Court aforesaid

Deposition

James Morgan

Pidgeon

Worth $12.50 Per

deer

State of Tennessee } ss
Marion County } On this 11th day of January 1837.
I John H. Yale one of the acting
[redacted] justices of the peace in and for the County aforesaid
have called and caused to come before me at the house of
George W Rice in said County James Morgan a citizen of
said County, who being first duly sworn upon the Holy Evangelist
of Almighty God to speak the truth deposeth and saith
I have resided in Marion County aforesaid
in the neighborhood of a tract of [illegible]
forty acres of land taken by Pidgeon in said County and am
well acquainted with its value and believe the same is an
average [illegible] Dollar worth twelve dollars and fifty cents per
acre And further this deponent saith not.

his
James + Morgan
mark

State of Tennessee } I John H Yale one of the acting Justices of
Marion County } the peace in and for the County aforesaid
certify I am personally acquainted with the above named
James Morgan who has this day deposed on oath
before me the foregoing after having him duly qualified
and believe him in attitude to full faith and credit
as such and that the said James Morgan signed
the said deposition with his own proper hand in my
presence Given under my hand and seal this 11th
day of Jany 1837

John H Yale [illegible]
Justice of the peace

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State of Tennessee
Marion County } I, David L. Shelton Clerk of the County Court
of the County aforesaid do Certify that John
K. Tate who has signed the foregoing Certificate is now and
was at the time of signing the same an acting Justice of the Peace
in and for said County duly Commissioned and qualified that full faith
and Credit is due and ought to be given to his official acts as
such, I further Certify that I am personally acquainted with Thomas
Morgan who has signed the foregoing deposition and believe him
entitled to full Credit and that the Signature of the said Justice
is of his own hand writing In testimony whereof I have hereunto
set my name and affixed the Seal of my
office (there being no official Seal) at office in Jasper
this 16th day of January 1837.

David L. Shelton Clerk

State of Tennessee
Marion County } I, Burgess Mathews Presiding Chairman
of the County Court of the County aforesaid do
Certify that David L. Shelton whose name appears
officially signed to the above Certificate is now and was at the time
of signing the same Clerk of said Court duly qualified that full faith
and Credit is due and ought to be given to his official acts
as such and that the same is in due form of law and by the
proper officer. I further Certify I am personally acquainted with
James Morgan who signed the foregoing deposition and believe him
entitled to full Credit Given under my hand and seal this
16th day of January 1837.

Burgess Mathews
Justice of the Peace
& Chairman of Quarter
Sessions aforesaid

Overleaf is a

B

The Pigeon:

Decoration.)

Date	No. of Grantee	Name	No. in Book	Occ. & Residence
1819 June 20	167	Eli Pigeon, a Settler	95	On Cattle Creek one mile from George Lowry's

Off. Supt C. Removals
New Echota Ga. June 29. 1837

I certify that the above is a true Copy of the entry of the Pigeon a life interest Reserve, as it is entered on the Register of Life Estate Reservations kept in this Office.

J. Vinton Hobgood
Off. Supt C. Rem.

What intent have you in this bare & ho to Shew
Bromiard & Bromsgrove can be appointed &c

State of Tennessee }
Marion County } On this Nineteenth day of December
in the year of our Lord one Thousand
eight hundred and thirty Seven personally appeared before me
John Rice an acting justice of the peace in and for the County
aforesaid Pidgeon a native of the Cherokee Nation and of
the County aforesaid who being duly sworn on the Holy Evangel-
ist of almighty God to speak the truth Concerning his right
to a reservation for six hundred and forty acres of land
under the treaties of 1817 and 1819. between the United States and
the Cherokee nation of Indians deposeth and saith:

That in the year 1810 he removed from within the
Chartered limits of the State of Georgia to the what is now
the County of Marion Tennessee and Continued to reside on
the place settled by him under the treaties of 1817 and 1819. under
which treaties he registered his name for a reservation of
six hundred and forty acres of land under the said treaties, and
after which he Continued his residence thereon which was in
the County of Marion aforesaid on the waters of Battle Creek
until some time in the year 1838. during all which time except
from the year 1818. when he rented a part of his improved lands,
to a Certain John Stewart who removed in that year with his
family and a Certain Flut Manual and family on the lands which
is included in his reservation, from which time of the settling
of said Stewart and Manual on the improvements of affiant
they Commenced perplexing harrassing and oppressing affiant,
in divers ways, Consist in assembling the white Citizens who did
appears to affiant to manifest hostilities towards the Cherokees
and more particularly those who had or was expected to take
reservations under the treaties aforesaid, by using threatening
Language that they would drive the damned Indians out of
the Country or kill them, In rocking and shaking affiants
house after affiant and family had been themselves down for

upwards

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for the night that affiant after the expiration of the lease to Stewart called on and demanded possession of the said Stewart who replied to affiant that he had the possession and would remain thereon, that he affiant the damnd Indian had no right to the County or any right to the lands meaning the reservation aforesaid and that he should leave the County if not they meaning the whole would kill him, that after this time affiant left home on business and while absent the said Stewart and family as affiant is informed by his wife, came in the night and thrust down the Chimney to the dwelling of affiants and used such threatning language as to alarm the family of affiant so much that it was with great difficulty he could prevail on his wife to longer remain on their lands or reservation but thought it desired to live on and enjoy the profits of the lands reserved to him and being averse to removing did reconcile his wife to continue on them and that he affiant would leave with her when he should be thoroughly convinced it dangerous to remain longer that affiant and family continued to live on said place for about the term of Two or three months when some of the family of Stewart at the house of affiant broke to pieces a Spinning wheel and destroyed other articles of household of affiant and broke down the door of the Crib of affiant and drove all the stock they could gather so as to destroy the Corn of [redacted] this affiant raised by himself and the whole paid him by said Stewart and did destroy at least One hundred bushels which said Corn was then worth and selling at One dollar per bushel that about this time said Stewart would daily visit affiants house with a gun and use language to alarm him so as he affiant would abandon his reservation by threatning that if he did not leave he would kill him, Affiant still positively that he Continued to reside on the reservation taken by him as long as he believed it safe for the lives of himself and family to remain, And that he was compelled to seek refuge in the

Cherokee nation from the cruelty and barbarity of the whites professing to be civilized & therefore requests that he be paid for his said reservation agreeable to the terms of the late Cherokee treaty and the value of his property aforesaid. I have not sold or conveyed the whole or any part of the said reservation

Pidgeon

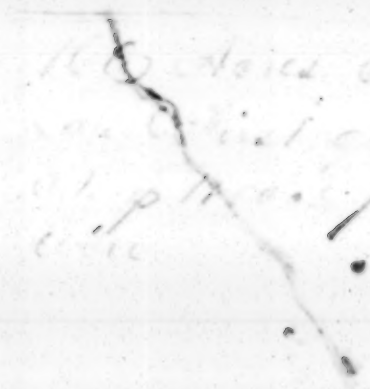
sworn to and subscribed before me the date above

John Reed JP

State of Tennessee
Hamilton County } I John Reed an acting Justice of the peace

Valuation of Pigeon Mountain and Valley Creek Tract lies of Sumner and Macon County Tennessee

J. W. McMillin
James A. Barron
Valuing Agents



The Pidgen's
Valuation Claim

Pidgen's
Affidavit

Never Sold - Conveyed by
Deed or otherwise the
Same or any Part thereof

Pidgen's

Cherokee Agency Ealk

The Pidgeon makes oath that he entered his name with the Cherokee Agent for a reservation of 640 acres under the Cherokee treaties of 1817 & 1819 situated on Battle Creek in what is now Mavison County Tennessee that he never sold Conveyed or otherwise disposed of said reservation or any part of it nor has he ever received any Compensation therefor

his
Pidgeon +
mark

Interpreted by

Sworn to and subscribed before me This 27th day of March 1838.

Jno W Wilson acc
of the Commissioners

a/c.
John F. Gillespy
vs
Pidgeon

Fidgeon

To John F. Gillespy Dr

To services as attorney at laws in prosecu-
=ting his Claim before the Comr under the
Cherokee Treaty of 1835 for Compensation
for his reservation taken under the Chero-
=kee Treaties of 1817 & 1819 & the
Court upon the Case that may be
appealed by from a decision of said
Fidgeon Attorney in fact ——— $

John F. Gillespy maketh Oath that the above
account is Charged & just and true and
that he never has received any Compensation
for the Services Charged.
Sworn to and subscribed before
me this 2d day of March 1838.
Wm W. Wilson one of the
Commrs

John F. Gillespy

J. Cunningham & Sons
Shooting Pidgeons
Reservation

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State of Tennessee } This day personally appeared
Marion County } John Cunningham before me
Thomas Hargis one of the acting Justices for
said County & being duly sworn according
to law deposeth & saith as follows.

1st Question by A. W. Folger
How long since you became acquainted with
Pidgeon who took a reservation on Battle
Creek Marion County Tennessee?
Ans About 19 years.

2nd Ques. Was he the head of an Indian family
at the time of taking said reservation?
Ans. I suppose he was.

3rd Ques Did Pidgeon reside on said reservation
on the 1st of January 1820?
Ans. I think he did.

4th Ques. Has he abandoned said reservation
Ans. He did some time in the winter of 1820

5th Ques Did Pidgeon sell any part of s.d reservation?
Ans. I am informed that a couple of men gave
him some amount to leave the reservation.
Further this Deponent saith not.

Sworn to & Subscribed before } John Cunningham
me this 5th of December 1838 }
Thos Hargis
Justice of the Peace

Reference to A
Grenters Deposition
filed in
Pilgrims
Case

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I beg leave in this case of Nancy Goundz heirs
to refer the Commissioners to a Deposition of
A. Gunter, which is filed in another cause: it
was taken in 3 Causes Eight Killers & Pigeons.
and Nancy Goundz - Gunter proves the facts
as stated by the Land Office —

G. W. Churchill
Atty

Pl. how of
Pidgeon

Jeune

To the Hon. Wilson Lumpkin and John Thomas
Commissioners under the 6th Article of the Treaty between the United States
and the Cherokee Nation

Pidgeon a Native of the Cherokee

Nation respectfully represents that in pursuance of the
Treaty of 1817. & 1819. between the United States and the
Cherokee Nation he applied himself for a reservation with
the agent of the Cherokee Nation a copy of the survey of
said reservation is herewith filed marked (A) and which he
prays may be taken as a part of this petition. By the
direction of the Deputy agent of the Cherokee said reservation
was surveyed on the 20th of January 1826. the plat and
certificate of survey is herewith filed marked (B) and which
he prays may be taken as a part of this petition, Your peti-
tioner with his family took possession of said reservation in the
year and continued to reside thereon until the
Spring or Summer of 1820. when a certain John Stewart, Benj
Manual and others with force and arms drove him and his
family out of possession and in order to save their lives were
Compelled to seek refuge in the Cherokee Nation. For a particular
description of the Cruelty and barbarity with which they were
treated by white men prepping to be civilized he begs leave to
refer to the testimony herewith filed. That on the 3d day of April 1826
Your petitioner instituted suit in the Circuit Court of Marion
County State of Georgia to recover possession of said Land, That
said suit was continued from Term to Term until June Term
1828 when by an act of the Legislature of Georgia authorising
a special term of the Circuit Court for Marion County aforesaid
to be held, and of which your petitioner was wholly and
altogether ignorant a rule nisi was taken against him, That
at the September Term 1828 being the regular term of said
Court your petitioner moved the Court to set aside the Non-
suit at the Special Term which was refused, For the proceed-
ings of said suit the record is herewith filed the Premises
Considered your petitioner prays that you will order him to be paid for his said Reserva-
tion according to the provisions of the late Treaty with the
Cherokees

Pidgeon By his
Att Geo W Reid

The Pidgeon
vs
United States

Claim for remuneration for a reservation taken by him under the Treaty of 1817

In this Case it appears that The Pidgeon died on the 20th day of June 18[illegible] as the head of an Indian family leaving his name as the head of an Indian family for a reservation in conformity with the stipulations of the Treaty of 1817 and located the same on Battle Creek one mile from George Lemon's which is now situate in the County of Marion and State of Tennessee as the Treaty Course by the said Treaty

It appears also from the testimony of Nathan & Billy Shiras and others on file that The Pidgeon was the head of an Indian family and at the date of said Treaty he said his family consisted of his reservation in question and continued this relation until expelled therefrom in the year 1821 by white men citizens of the United States the Commissioners the Surveyors and other persons of the said Pidgeon while yet remaining on his Reservation and not succeeding in expelling him from the same by their challenging his rights and annoying him in various ways so that in fact he was driven off in the opinion of the testimony the said Pidgeon could no longer in safety to his person and family continue his residence on the reservation, and that Pidgeon continued up to the time of his removal therefrom to exhibit a strong desire to remain on his reservation and comply with the stipulations of the Treaty and retained with the same with great reluctance. There is further appears that the Legislature of the State of Tennessee at its Session in 1819 & 20 passed an Law for the survey and sale of all the Country occupied by the Treaty of 1817 from the Chero-

See Chap 60 lying within the limits of the State of Tennessee, Excepting thereout from the Land sale Only such Reservations as were named and Specified in the Treaties of 1817 and 1819 and which appeared to be entered in favor of the Cherokee Agency previous to the 1st day of July 1818 thereby appropriating to the use of the State of Tennessee the Reservation of Pidgeon the same not having been entered previous to the 1st day of July 1818 - See Chap 60.

It is therefore the opinion of the Commissioners
Final that Pidgeon was the head of an Indian
family That he resided on the Territory ceded
by the Treaty of 1819 at the date thereof, and
with his family resided on the reservation
taken by him in conformity with the provisions
of the said Treaty and continued there to reside
thereon until 1821 And the Commissioners are
of opinion that from the foregoing and the
Obligations of the United States with relation to
expel the Pidgeon from the Reservation that they
might thereby enjoy the exclusive jurisdiction of
the premises ceded by the said Treaty to the State of
Tennessee which in the opinion of the Commissioners
was vested in Absolute, and Abrogation of the
Rights of the said Pidgeon as a reserve That
the said Pidgeon did as far as was practicable
for him to do, comply with the stipulations
of the Treaty under which he took his Reservation
and that having been from the said Reservation
compelled to relinquish the Reservation is not
liable to renunciation therefor under the
provisions of the 13th Article of the Treaty of 1819
Nine Mile Creek and Moore that the Pidgeon
be allowed the value of his Reservation as
compromised Land agreeably to the stipulations
of the

RACKey, SARAh

RACKLEY, SARAH
(RESERVATION CLAIM)

see SPECIAL FILE # 2
[MICROFILM M574, Roll 1]

50
25
250
100

71
21
29

Reservation
The Children of
Rackley
No 104.

Allowed

Petition of
Children of Hachita
Reservation Claim.

No 57

Land

Allowed

Peace Walton Sup.

To the Hon Comrs under the late Cherokee treaty
sitting to adjudicate Claims -

Your Petitioners Elizabeth Racklay, Jesse Racklee
Allen Racklee Lydia Racklee Anna Racklee, Clarissa
Racklee, Katharine and Madison Racklee, Children
and heirs of William Racklee deceased respectively, that
that [illegible] their said father William Racklee on his life -
time on the 10th day of July 1817 registered his name in right of his wife
for a reservation at the place where he then resided
on Tennessee river, on the south side thereof, and on
the Territory ceded by the late Cherokee Treaty of 1835
in the County of Hamilton in the State of Tennessee
That said Ancestor who was a white man, was the head
of an Indian family having a native Cherokee woman as
his wife and your Petitioners his Children by her, and
as such entitled under the treaties of 1817 & 1819 to the
reservation for which he registered as aforesaid with the
Cherokee Agent, a Certificate of which registry dated
the 24th day of December 1818 is herewith filed as
a part of this Petition, - That by said Treaty
said Ancestor was entitled to six hundred and forty
acres to include his improvements in the Center as nearly
as practicable for his life, with dower to his Widow, and
a fee simple thereon to his Children your Petitioners, that
he was residing on said reserve at the date of the
treaty of 1817 at the date of the registry and
up to the time of his death in or the year 1823
or 1824. That he died on said reserve and was buried
thereon, That the fee simple was vested in said Chil-
dren by said treaties of '17 & '19, and upon the death of their
Ancestor your Petitioners took possession, and One of
them & Allen Continued their possession ever since
That your Petitioners Ancestor having Complied with

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the terms to the very letter upon which said reserve was granted by residing thereon till his death, a fee simple being vested by the terms of the treaty in your Petitioners. Their Mother the wife of said Ancestor having also departed this life before their said father, Your Petitioners and their said father, not having, nor any nor either of them having sold or conveyed, or otherwise disposed of said Reservation or any part thereof are entitled under the 13th Art. of the treaty of 1830 to Compensation for said Reserve as unimproved land to be paid them as stipulated in the 3 Art of the supplement ~~of 1834~~ to said treaty.

Wherefore your Petitioners, pray that the same may be awarded and adjudged them, and as in duty bound they will ever pray &c

Elizabeth Rackley
Jesse Rackley
Allen Rackley
Lilla Rackley
Clinton Rackley
Catharine Rackley
Mason Rackley

By their A.F. John F. Gillespy

Cherokee agency East

Allen Rackley makes oath that he is one of the acknowledged Children and heirs of William Rackley dec'd who took a Reservation of 640 acres under the Cherokee treaties of 1817 & 1819 near Col, a ward, on the Tennessee river on the south side and on the Turnpike lately laid by the Cherokee treaty of 1835 and in the County of Hamilton in the State of Tennessee that affiants father a white man was at the date of the treaties of 1817 & 1819 living in lawful wedlock with affiants mother a native Cherokee woman, who then had Children by her affiants said father at the date of said treaties resided on said reservation and had an improvement thereon, and Continued his residence thereon until his death about the year 1823 or 1824, and that he died on the reservation and was buried thereon affiants mother had also some years before his death and after died & was buried on the Reserve,- affiant Continued the possession of his said Ancestors on said reserve ever since the death of his said father until since the date of the late Cherokee treaty of 1835. The Children of his said father Consists of Elizabeth Rackley affiant Jesse Rackley, Lilla Rackley, Anna Rackley Clinton Rackley Katharine Rackley and Elsie Rackley. affiants father did not own his lifetime, nor have affiant and his brothers and sisters aforesaid or any or either of them sold Conveyed or Otherwise disposed of said reservation or any part thereof- a large portion of the reservation is bottom land of the best quality- the whole tract is a very valuable tract

Sworn to & subscribed before
me this 14th March 1838 Allen Rackley
H H Wilson Clerk
Hamilton

Archibald Foreman on oath, that he is acquainted with the party stated in the within affidavit and of his own knowledge states they are true, affiant never heard of the sale or conveyance of said land by the ancestor or any of said Children and has been acquainted with the Rachle family since 1824. or 1822.

Archd Foreman

Sworn & subscribed
before me this 14th day of
March 1848
H. H. Hoban one of the Justices

State of Tennessee } Personally appeared before
Hamilton County } me A. D. Mackett an acting
Justice of the peace in & for the County & State afore-
-said Nathan Laymon and John Parrott of
full age and after first being duly sworn according to law deposeth & sayeth that they
were well acquainted with William Rackley who
lived on the South side of Tennessee River above Chat-
-tanuga Creek in Hamilton County that said Rackley
has often informed the said affiants that he had Register
-ed for a Reservation (which he then lived) under the treaty
of 1817 or 1819. that said affiants moved in the neighborhood
-d of said Rackley about the year one thousand
Eight hundred and Eighteen. that said Rackley was
living on said place on the first day of January one
thousand Eight hundred and twenty - and lived on
the same place, until his decease that Mason -
Wallace Lizza Silla Ann - Katy & Allen Rackley
were the reputed Children of said Willson Rackley
and further the affiants sayeth not Sworn to and
Subscribed to before me this
2nd day of Feb 1838

I certify that I am well acquainted with the affiants
Nathan Laymon and John Parrott and know them both
to be men of first rate moral character and are enti-
-tled to credit as such

Rackleis Children

Reservation Claim

Nathan Lazan

John Parrott's

— Deposition

State of Tennessee }
Hamilton County } This personally appeared
before me A. McDonald one of the Justices of the
Peace for said County Elisha Parker aged about
forty five years who being duly sworn
acquainted & Most Chronicles stands good in the
Community at large as a Respectable Man ——
and after being duly sworn according to Law
deposes & says that he also Elisha is acquainted
with William Rocklidge a White Man who intermarried
with a Native Cherokee Woman and that
said affiant hereby informed that said Rocklidge
Lives on a Reservation under the Treaty of 1817 or
1819 above Nickajack Creek on the Tennessee
River and that said William Rocklidge was
Living on the place on the first day of January
one thousand Eight hundred & twenty and
Lived there unto his Family and that
he also the Head of one Indian family and
that Allen Walker Eliza Wilkerson & Anna
& Madam Rockleys are his children & the
least of his Family & Infants

Sworn to & subscribed
before me this 30th January
1828 A. McDonald
J.P.

his
Elisha Parker
mark

Hackley's Children
Redemr Claim
Elisha Corbits
— Lapse

Elizabeth Hackley
Jesse Hackley
Allen Hackley
Silla Hackley
Dena Hackley
Catharine Hackley
Clinton Hackley
Madison Hackley
Children of
Wm Hackley dec'd
The ~~united~~ United States

Claim for ~~the~~ a reservation under the ~~treaty~~ treaty of 1833=6.

In this case Claimants have filed before the board of Comrs their petition ~~claiming~~ praying compensation for a reservation of 640 acres of land alledged in their petition to have been taken by their ancestor William Hackley as the head of a Chero=kee family under the Cherokee treaty of the 8th July 1817 On the South side of Tennessee river on the territory ~~ceded~~ reserved by the treaty of 1819 - That their ancestor complied with the terms upon which the reservation was granted by residing thereon until his death - That one of said Claimants continued his residence from the death of his ancestor on said reservation until the date of the treaty of 1833=6. That Claimants are his Children and heirs at Law, and upon the death of their ancestor became entitled to the fee simple reversion of said reservation vested in them by the treaty of 1817 - That they have not sold & conveyed

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or otherwise disposed of said reservation or any part of it & pray the value thereof may be ascertained & adjudged them.

It appears to the satisfaction of the Commissioners from the Certificate of Registry, the declaration of Elisha Corbit Nathan Laymon John Parrott. and the affidavit of Allen Rackley &c. of Claimants sustained by the oath of Archd Foreman, that the Ancestor William Rackley on the 10th day of July 1817 caused his name in right of his wife to be entered pursuant to the stipulations of the 8th art of the treaty of 1817 On the Register or roll in the office of the Cherokee agents for a reservation of 640 acres at the place where he then resided and had an improvement on Oostenaula, at or near the mouth thereof on the South side of Tennessee river in the the territory reserved by the treaty of 1817 in what is now Hamilton County in the State of Tennessee - that said Ancestor was then the head of a Cherokee family and continued with his family to reside on said reservation until he died thereon in the year 1823 or 1824 - That one of his Children Claimant Allen Rackley continued to reside on said reservation until the date of the treaty of 1835 - 6 and for some time thereafter - That

Claimants are the Children and heirs at law of the said Williams the Ancestor. That Claimants have not sold conveyed or otherwise disposed of said reservation or any part thereof and that their said Ancestor did not die before his death, - That the State of Tennessee by an act of the Genl Assembly of 1837 Chap 2. has authorized said Reservation to be appropriated by entry for the benefit of the State. The Commissioners being further satisfied that said Ancestor and said Claimants have complied as far as practicable with the terms upon which said reservation was granted

It appearing from the records of this office that said Claimants have been paid the value of the improvements on said reservation and of opinion that said Claimants are entitled under the 13th Art of the Treaty of 1835 and the 3d Supplemental Art thereto of the 23d May 1836 to the unimproved value of said reservation - And it further appearing from the report of agents appointed by this Board for that purpose that the reservation at the date of the treaty of 1835 was unimproved land was of the value of $

Therefore it is considered adjudged and decreed by the Comrs that the said

sum of ff as aforesaid be allowed
and awarded the said Claimants Jesse Rackby
Allen Rackby Elizabeth Rackby Zilla Rackby
Anna Rackby Catharine Rackby, Clinton
Rackby and Marion Rackby Children as
aforesaid of Alleham Rackby dec? in equal
shares for their said reservation as unexpended
Land.

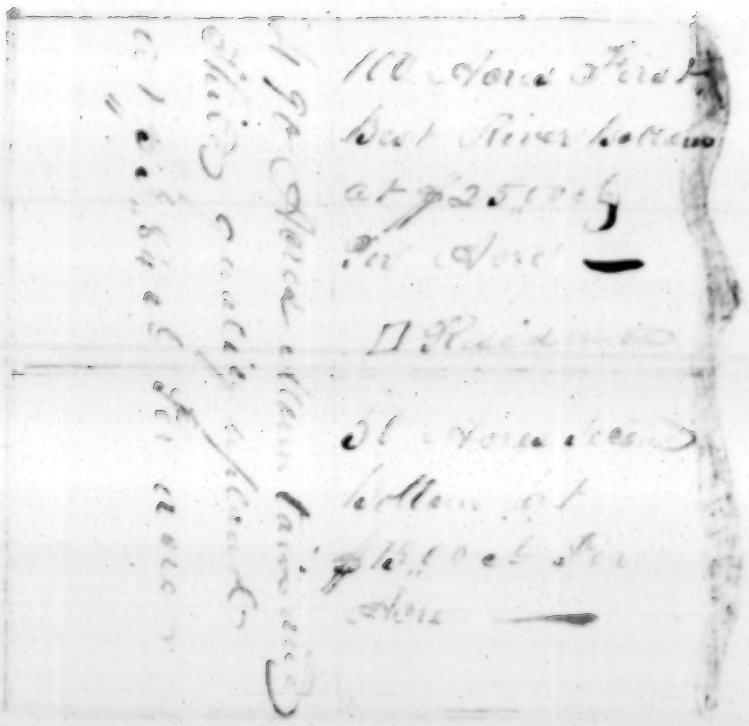
Recd
Ka Chief Clerk
by
Office Ind. Affrs.

Valuation of
William Bayly
Receiver-General

Feb 1839

Valuation of William Rackley Reservation
South side of Tennessee River Hamilton County
Tennessee

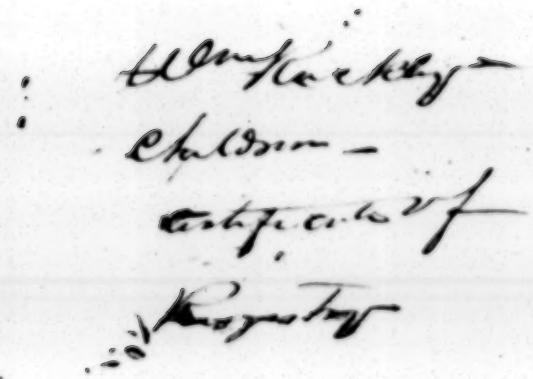
V. N. McMillin
James A. Bonar
Valuing Agents



1817
July 10. } Wm. Kackley in right of his wife } 39 } Colchester.

I certify, that the above is a true Copy of the Registry of William Kackley a free estate Licensed from the Register of Estate enumerations taken from the Registers deposited in this Office.
July 1st 1839.

Wm W Welden
Asst of the Census



Rider, Austin

1= 11

Reservation.

Austin Rider

No. 11.

Allowed

No 1320

Austen Rider

640 acres

This is conveyed to
Wm Hunt

Original delivered
G W Churchwell Esq
April 15th 1842 –

31st July 1838 Then was
Issued in my Office in
Austin to James D. Phillips
Register

This grant duly re-
corded in Book B. page 177.

No 1320

State of Tennessee

To all to whom these Presents shall come Greeting.

Seal

Know Ye, that in consideration of the sum of Eight hundred Dollars and cents, paid into our Treasury by Austen Rider there is granted by the State of Tennessee, to the said Austen Rider and his heirs, a certain Tract or Parcel of Land, containing six hundred and forty Acres, lying in the Hiwassee District, situate in the third Range, East of the Meridian, Third Township it being Austen Riders reservation said Section Beginning at the South East corner of said Quarter with its appurtenances: To Have and to Hold the said Tract or Parcel of Land, with its appurtenances, to the said Austen Rider and his heirs forever.

In witness whereof, Wm Carroll, Governor of the State of Tennessee, hath hereunto set his Hand, and caused the Great Seal of the State to be affixed at Nashville, this 16th day of August, in the year of our Lord, one thousand eight hundred and thirty and of American Independence the 55th

Wm Carroll

By the Governor,
David Graham
Secretary

Austen Rider
Hath Title to the above described Land

Wm M Logan
Register Hiwassee District

Fort Gibson
March 24th

50

Col. Caleb Starr
of the Cherokees East
now at Calhoun
Tennessee

Mail.

REPRODUCED AT THE NATIONAL ARCHIVES

Know all men by these presents: That Whereas Mary Rider a Cherokee is intitled under the Cherokee Treaty of 1817, and Convention of 1819, to a reservation of land and improvements on Dry Creek near the residence of Caleb Starr, on Connesauga; Now Know ye that I the said Mary Rider, Have nominated, Constituted and appointed; and by these presents do nominate, Constitute and Appoint my father Caleb Starr, to be my true and Lawful Attorney for me and in my behalf to demand and recieve from the Government of the United States whatever Compensation or allowance may have been provided as a consideration for the said Reservation and improvement: And I do hereby authorize and empower my said Attorney to act for me in this Case in the same manner and to the same effect as I myself could do were I personally present: Hereby ratifying and Confirming all and whatever my said Attorney may do for me in this behalf; and revoking all other or former powers of Attorney be me made in this Case. In Witness whereof I have hereunto set my hand and seal at Fort Gibson, this 26th day of March 1838.—

her
Mary X Rider
mark

Witness
A. Ellis.

Know all whom it may concern, that the above named Mary Rider this day personally appeared before me and did Acknowledge the Execution of the above Power of Attorney to be her act and deed & the purposes therein Expressed.

Given under my hand and seal at the Cherokee Agency, Fort Gibson, this 26th day of March 1838.

A. Ellis. Agent
for Cherokee Nation

Cherokee Agency March 26th 1838.

Mr. Ryder is now here, and requests me to say to the Commissioners and to her father Col. Caleb Starr, that if any money is obtained under either of the enclosed Powers of Attorney, that it may sent immediately to me; and that as an old friend and acquaintance she will get it without being subjected to the objections, delays and disappointments attending business with the Military Disbursing Agent.

A. Stokes. Agent
for Cherokee Nation.

Papers relating
to A Riders
revolution

Nancy the oldest dead
left 5 Children who are
entitled to an Share
Thomas Rider,
John Rider
Caleb Rider
Betsey Rider
Bluford Rider
Ezekiel Rider
William Rider
Mary Rider
Augustus Rider
Austin Rider dec
Mifonia Rider
Mary Rider the widow

Arkansas } Know all men by these presents that
Washington County } I Mary Rider widow of Archer
Rider dec'd of the Cherokee Nation Have and by these
presents nominate and appoint Caleb Starr of
the State of Tennessee McMinn County my true and
Lawful Attorney in fact for the purpose of collecting
and receiving all Sums that may be under the late
Treaty between the United States & the Cherokee Nation last
for Spoliations and on my name and stead I hereupon
for the same hereby giving to the said Caleb Starr as Attorney
aforesaid unlimited power in the management and collection
of my Claims as aforesaid And by these presents I the
said Mary Rider will and truly to ratify &
confirm and oblige myself to confirm whatsoever
my said Atty may lawfully do in the premises and hold
for good & valid against me and my Heirs &
In testimony thereof I have hereunto
set my hand and affixed my seal at Ft Coffey
and State aforesaid the 26th day of March 1838.

Mary her X Rider
mark

Witness H Stokes.

Be it known to all whom it may concern
that the above named Mary Rider personally ap-
peared before me on this day, and acknowledged
the Execution of the above power of Attorney

to be her act and deed for the purposes
therein expressed.

Given under my hand and seal
at the Cherokee Agency, Fort Gibson
this 26th March 1838.

H. Stokes. Agent
for Cherokee Nation.

Date	No. of Warrant	Name	No. in Family	Residence
1818 April 9	62	Austin Rider	8	Tollico Plains

Off. Supt. Ch. Rels.
December 6. 1838

I certify that the above is a true Copy of the entry of Austin Rider, a life Interest Reservee, as it is registered in the Book of Life Estate Reservations kept in this Office.

for Genl. Nath. Smith
Supt. Ch. Rels.

S. B. Wetzel
Ch. Cl.

Rider Case
Reservation

Testimony in the
Case of A. Rider
Reservation
Testimony
P. Stowits et al

of a Cherokee Family in whose Right his Reservation was Entered that they are well acquainted with the Said Reservation and Consider it worth Fifteen Thousand Dollars a Considerable Quantity of the Lands Contained in the Survey is River bottom of Excellent Quality and also there are a Large Portion of the Survey Lying Good farming up Lands Lying [illegible] Survey Several Springs of Good Water Sworn to and Subscribed before me this 4th Day of February 1842

Wm H. McDermett
Justice of the Peace

Thos. Caldwell
Mich. Carroll

State of Tennessee } I John M. Stephens Clerk of
Monroe County } the County Court of Monroe
aforesaid do certify that W. P. McDermett whose
signature appears hereto is Justice of the peace
[illegible] and was at the time of signing
the same an acting Justice of the peace
in and for said county duly commissioned
and sworn and that full faith and credit is
due all his official acts as such
Given under my hand and seal of office
at office in Madisonville February the 24th 1842

John M. Stephens Clerk
of the County Court of
Monroe County

Clerk Fees 50¢

State of Tennessee
Monroe County

Before me W.m P. McDermott an acting Justice of the Peace for said County Personally came Alexander Rider and Preston Farrell Each credible men and made oath that they ware well aquainted with Austin Rider prior to and since the year 1817 that he was the Head of a Cherokee family and in 1817 and for Some yeay afterwards Lived at Lillico plain in what is now Monroe County that he had considerable Improvements on and Lived on the Lands on which he Entered his Reservation that they ware and are well aquainted with the Lands contained within the lines of said Reservation and Consider them worth fifteen thousand Dollars ~~I~~ about 650 acres of the Survey is River bottom of Excellent Quarlity a Large portions of the Residue is Good farming upland with Durable Springs of Good water Sworn to and Subscribed before me this 4th day of February 1842

Preston Farrell
Alexander Rider

Wm P. McDermott
Justice of the Peace

Michael Carroll and Thomas Coldwell Both Credible men also makes oath in due form of Law that they ware well aquainted with Austin Rider a white man and head

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of a Cherokee Family in whose
Right his Reservation was Entered
that they are well acquainted with
the Said Reservation and Consider
it worth Fifteen Thousand Dollars
a Considerable Quantity of the Lands
Contained in the Survey is River bottom
of Excellent Quality and also there are
a Large Portion of the Survey lying good
farming up Lands Joining the
Survey Several Springs of Good
water Sworn to and Subscribed
before me this 4th Day of February 1842

Jno. H. McKinney
Justice of the Peace

Thos. Caldwell
Mich. Carroll

State of Tennessee }
Monroe County } I John M. Stephens Clerk of
the County Court of Monroe
aforesaid do certify that J. H. McKinney whose
signature appears affixed to the foregoing
proof is now and was at the time of signing
the same an acting Justice of the peace
in and for said County duly commissioned
and sworn and that full faith and credit is
due all his official acts as such

Given under my hand and seal of office
at office in Madisonville February the 24th 1842

John M Stephens Clerk
of the County Court of
Monroe County

Clerk Fees 50¢

Reservation of
Rider
Dispo. of Sarah
Kell - as to the
death of Austin
Rider -

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State of N. Carolina / Personally came David Thompson
Cherokee County / and Sarah Fell before me
J.M. Holcombe one of the acting Justices in and
for said County after being Duly Sworn
Deposeth and Says Austin Rider is dead and
He died in the year of our Thousand Eight
Hundred and Thirty-four As witness our hands
And Seals Sworn before me April the 30th 1842
J.M. Holcombe J.P.C.

David Thompson
Sarah her X Fell
mark

North Carolina I Simeon Hicks Clerk of the
Cherokee County County Court of pleas and Sessions for said County, do hereby certify that
James M Holcombe whose signature appears to the foregoing Certificate, was a regular Acting and Commissioned Justice of the peace for said County, that
the time of subscribing the same he was. and
his name appears to his own proper writing. And
due faith and credit ought & should be given
to all his Official acts as such. In testimony
whereof I have unto set my hand & Clerk. aforesaid
and affix my Seal hereunto. having no public Seal
of office. at Office the Murphy the 9th day of May
A.D. 1842.

Simeon Hicks. Clk

North Carolina } Before me Singleton
Cherokee County } Rhea an Acting Justice
of The Peace for said
County Personally came Henry S
Rhea and made oath that he was
well acquainted with Austin Rider
who is now deceased who formerly lay
prior to and for some years after the
year 1817 (Resided at Ellijay) where he
understood he had
entered a Reservation and was also and
have been acquainted with the widow
of said Rider Deceased named Mary
Rider of Cherokee Blood her children are
Nancy who Intermarried with one David
Thompson whom is informed said Nancy
is dead Leaving Children, the other Heirs
are Thomas Rider, John Rider Gabriel
Rider Jesse Rider Ellis Rider Augustus
Rider Elizabeth Rider and Minnie is
informed and Believes there is a
younger Child named Narcissa
Born Since the said Austin
Rider Moved from Tennessee
Sworn to and Subscribed before me
this 30th 1844
Singleton Rhea
I Certify that of my own knowledge
the foregoing is the names of the
widow and Children of Austin Rider
deceased all except the last named
child Born Since my acquaintance
ceased with the family
Singleton Rhea

State of N. Carolina } I Lewis Nicks Clk of the
Cherokee County } County Court of Pleas and
Quarter Sessions for said County do hereby Certify
that Singleton Shea whose name appears to the fore-
going Affidavit and Certificate, Was a regular Born
and Commissioned Justice of the Peace for said
County at the time of Signing the Same. And
now is, and his name Appears thereto in his own hand
Writing. And is entitled to the faith and credit
to all his official acts as such. In testimony Where
of I have hereunto Set my Name as Clk & affixed
and affixed my private Seal. Seal. hereunto. having no
public Seal of Office. at Office This Thursday the
9th day of May A. D. 1841

Lewis Nicks

Registration Act
Claims of Rich
Duke & Alexander
Fee Rich.

Rendered Claim
Certificate of
Shane and
McCandless

The Valuation of a Reservation Claimed by the Heirs of Austin Rider Dec'd Claimed under the Treaty of 1817 & 1819. lying on Tellico River, and including a part of the Tellico Plains, in the County of Monroe Hamilton District and State of Tennessee, Now in the possession of William Hunt and Claimed by him under a Grant from the State

300 Acres of 1st quality bottom @ $30 = $9.000
340. " " " upland @ $10 = 3 400
$12,400

We Joseph M. McMillin & James A. Hair two of the Valuing Agents appointed by the Honorable Commissioners of the U. States to carry out the Treaty made by the United States & the Cherokee Tribe of Indians in the Year 1835— 6, being called on by one of the Heirs of Austin Rider dec'd, do hereby certify that after a careful & close examination made by us the above mentioned Reservation is adjudged by us to be worth the above named Sum of twelve thousand four hundred Dollars. Given under our hands this 11th day of January 1843

J. M. McMillin
James A. Hair

State of Tennessee
Hardin County

Personall appeared before me Thos Henderson and Jo.s H Wilson of said County and who do oath that they were present When Bluford Rider a Cherokee one of the Heirs of Olon Rider Deceased made a demand of the Reservation taken by his father in Tellico plains and of Wm Hunt who was the purchaser from Olon Rider and heard the demand made of said Reservation by said Rider and that said Hunt Refused to give possession on the demand sworn to and subscribed before me this 13th January 1843

John Henderson
Justice of the peace

Thos Henderson
J. C. Wilson

State of Tennessee } I Thos H. Stephens Clerk of the County
Monroe County } Court aforesaid do certify that John Henderson whose signature above affixed to the above proofs is and was an acting Justice of the Peace for said County at the time of signing the same duly commissioned & sworn and that full faith and credit is entitled to all his official acts as such
Given under my hand and seal of Office at Office in Madisonville January 17th 1843
Thos. H. Stephens Clerk
Per W. F. Cocke D.C.

Hardin Co

State of Tennessee } I John Carson Chairman
Monroe County } of the County Court of
Monroe County Do Certify that Thos H
Stephens whose name appears affixed to the
foregoing Certificate is and was an
acting Clerk in and for said County
and that full faith and Credit is
Due to all his official Acts as Such
Given under my hand and Seal this 19th
Day of January 1843

Chairman fee .25

John Carson [seal]
Chairman of
Monroe County

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R. Ley, LOONey

#111

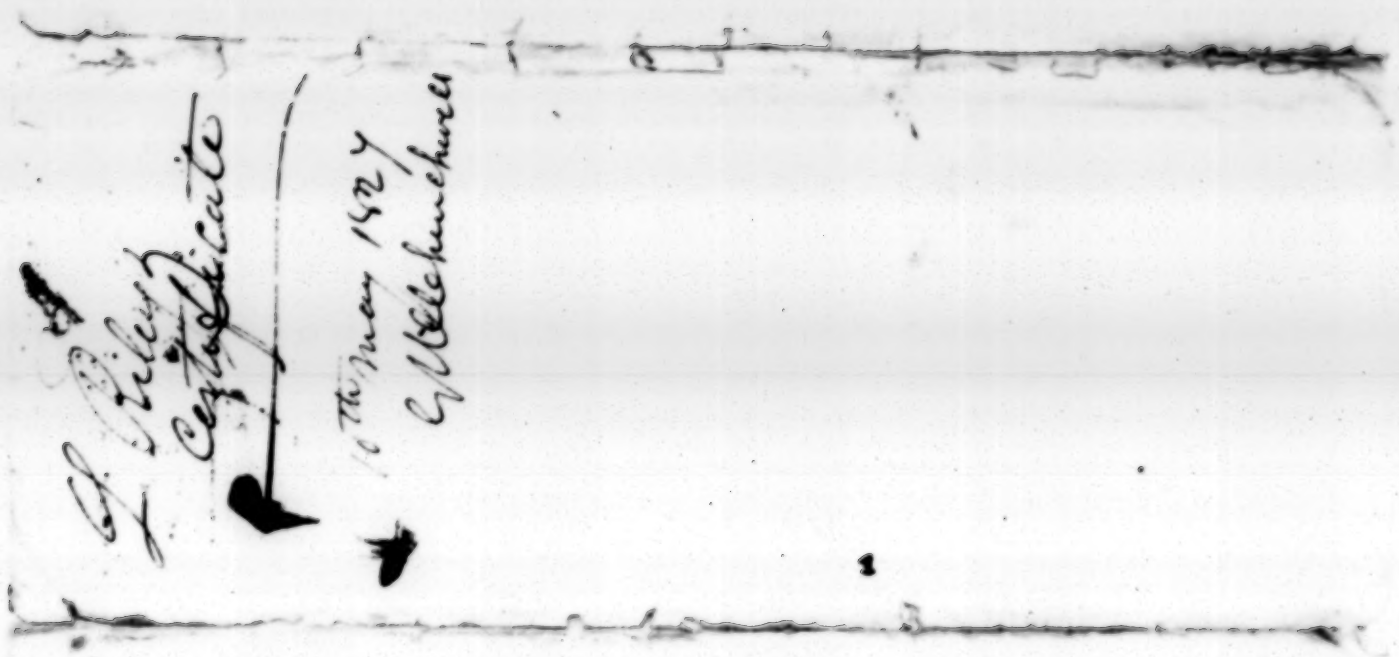
Reservation

Looney Riley

N° 111.

Allowed

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March the 16 day, 1926

William Breeden

I Certify that Lucy Ryley name Stands
Registered on the Register of Life Interest
Reservations in the office of the Cherokee
agency in the Records & papers pertaining

(Vol 4)

1819 Dec 6th Lucy Ryley (a Native) & (in family)
on the South side of Tennessee River
opposite South west Point

Reserve no 99 in possession of the Land

Given under my hand & Seal at
Seal there being no Seal of Office
at Office this 12th March 1826

Hy Ellsworth
United States Agent
for the Cherokees Est
for the Purposes

Be it remembered that on the day of January in the year of our Lord One Thousand eight hundred and twenty Eight a Transcript of a record was filed in the office of the Clerk of the Circuit Court for the County of Knox in the words and figures following. to wit

State of Tennessee }
Roane County } Be it remembered that heretofore to wit on the eighteenth day of September in the year of our Lord One Thousand Eight Hundred and twenty four a capias ad Respondendum issued out of the Clerks Office of the Circuit Court of Roane County in the words and figures. following to wit. State of Tennessee, To the Sheriff of Roane County. Greeting you are hereby Commanded to take the body of Uriah Allison. if to be found in your County and him safely keep so that you have him before the judge of our Circuit Court, to be held for the County of Roane. at the Court house in Kingston on the second Monday of March next to answer John Doe lessee of Looney Reyles of a plea. wherefore with force & arms he broke and entered the Close of the said John Doe and ejected him to his damage five hundred Dollars. and have you then & there this writ Witness William Brown. Clerk of our said Court at office in Kingston the second Monday of September A. D. 1824.

William Brown Clk.

And on the same day and year last aforesaid the following bond was entered into. to wit. Know all men by these presents. that we Looney Reyley. William Gardenshire and George Stewart. are joint and severally held & firmly bound unto Uriah Allison in the penal sum of two hundred & fifty Dollars to be void on condition that Looney Reyley doth with effect prosecute a suit by him

this day commenced in the Circuit Court of
Roane County against said Allowe or play
and satisfy all costs that may be awarded
for failure therein. Witness, our hands and
seals this 18th day of September A. D. 1824
Looney Ryley
William Cardwell
Geo. Stewart

On which said Capias is the following return,
to wit: "Came to hand 18th Sept 1824. John Brown
Shff. Executed 24th January 1824. John Brown
Shff."

And afterwards, to wit, at a Circuit
Court opened & held in and for the County
of Roane and within the Seventh Judicial
Circuit, at the Court house in Kingston
on the second Monday of March in the
year of our Lord One thousand eight hund-
red & twenty five, came Looney Ryley by
his attorney and produced to Court his Declar-
ation in Ejectment in the words & following.
to wit.

State of Tennessee } Dis March Term 1825.
Roane County }

John Doe lessee of Looney
Ryley Complains, of Richard Fenn in the Custody &c
of the a plea of trespass &c. for this, that heretofore
the said Looney Ryley at to wit, in the County
aforesaid on the first day of January in the
year of our Lord one thousand eight hund-
red and twenty had demised, granted and
to farm let to the said John Doe a certain
piece or parcel of Land, laying & being
in the County of aforesaid Containing
five Hundred & forty acres on the

south side of Tennessee opposite west point, bounded as follows, beginning on a poplar stump on the south bank of Tennessee River being the lower corner of the third fraction down the river from the bar meandering and at the upper end of the Cleared land where Robert Allison lives, then down the river south two west fifty two poles, south six east 20 poles, south 48 poles to a Sycamore and Maple on the bank of the River then east 184 to a spanish Oak and black Oak, then north 120 poles to a white oak and bluff of Rocks, then down the river as it meanders passing south west point to the beginning, with the hereditaments appurtenances thereunto belonging, to have and to hold to the said John Doe to the full end and term of ~~one year~~ twenty years from the date following and fully to be complete and ended. By virtue of which said demise, the said John entered into the piece or parcel of land aforesaid and was thereof peaceably possessed, John the said Doe afterwards to wit, on the 10th day of January with force & arms entered into the said piece or parcel of land which the said Looney Ripley in form aforesaid for the term aforesaid had demised, granted and to farm let to the said John Doe and ejected and drove out the said John from his the said farm, his term aforesaid not being nor yet expired and other wrongs to the said John, then & there did against the peace & dignity of the State to his damage five hundred dollars, and therefore he

sues & thereon pledges to prosecute -
Geo W Churchwell
atto for pltff."

Mr Uriah Allison -

Sir, I am informed you are in possession of a claim or title to the land or premises mentioned in the foregoing declaration of ejectment and I being sued as casual ejector in this action and having no title to the land or premises I do hereby advise you by yourself or some attorney to appear at a Circuit Court to be held for the County of Roane in the 7th Judicial Circuit of the State of Tennessee at the Court house in Kingston on the second Monday of March next and by a rule of said Court, cause yourself to be made defendant in my room & stead or I will suffer judgment to be entered against me by default and you will be turned out of possession - your loving friend

Richard Fen.

On which said declaration is the following return, to wit, "Came to hand 27th Dec 1824. John Brown Sheriff. Executed 24th day of January 1825. John Brown Sheriff -

"The defendant comes and enters into the common rule to confess lease, entry and ouster and on the trial to rely upon his title only and by attorney comes and says the plaintiff his action against him ought not to have and maintain. because he says he is not guilty of the trespass and ejectment as the plaintiff against him hath complained of - And this he

puts himself upon the country.
Mot Hall attd for defdt
and the plaintiff also G W Churchwell attd for plff
and the cause was continued until after-
wards to wit at a special term of said
Circuit Court opened and held agreeably
to act of Assembly in and for the County
of Roane aforesaid and within the seventh
Judicial Circuit at the Court house in
Kingston on the third Monday of June
in the year of Our Lord One Thousand
eight Hundred and twenty five, at
which time, by consent of parties by their
attornies with the assent of the court this
Cause was continued until the next term of
this Court; and the cause was again continued
until the next term of said Circuit Court,
viz. at a Court opened and held in and for
the County of Roane and seventh Judicial
Circuit aforesaid at the House in Kingston
on the second monday of September in
the year of our Lord, One Thousand
eight Hundred & twenty five, came the
parties by their attornies, and thereupon came
a Jury of good & lawful men, Citizens of Roane
the County of Roane, to wit, William Spence,
Richard McPherson, Allin S Bacon, George
Luttrell, Jacob Warren, Joseph Bryant, John
Hawkins, Gray Haggard Alfred Haggard, Evan
E Duncan, John Hagler and Isaac Walker,
who being sworn well and truely to try the
issue joined from rendering their verdict
by consent of parties by their attornies they
are respited until the meeting of the Court

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on to morrow. and afterwards, to wit, on
Saturday the sixth day of said term of the
Court opened & held as aforesaid at the Court
House in Kingston as aforesaid "came the
parties by their attornies and the Jury and the
Jury empanelled in this cause on yesterday
Came into Court, and not having agreed
by mutual Consent of the parties the Jury from
rendering their verdict are discharged and
the Cause continued until the next term of
this Court."

And the cause was again continued
until afterwards to wit, at a Circuit Court
opened & held in & for the County & Circuit afore
said at the Court House in Kingston aforesaid
on the second monday of September in the year
of Our Lord One thousand eight Hundred
and twenty six, at which time, by consent
of the parties Commissioners are awarded each of
them to take the depositions of any witness out
of Roane County before any Justice of the peace on
giving the adverse party fifteen days notice of the
time & place of taking the same. and the Cause
was again Continued until afterwards to
wit, at a Circuit Court opened & held in and
for the County of Roane, at the Court House in
Kingston on the second monday of March
in the year of our Lord One thousand eight
hundred & twenty seven at which time" Came
the parties by their attornies and by their mutual
Consent & by the consent of the Court, the
Cause is Continued until the next term of this Court.
And afterwards, to wit, at a Circuit Court,
opened & held in and for the County of Roane
aforesaid and within said seventh Judicial

Circuit. at the Court House in Kingston on the Second Monday of September in the year One Thousand Eight hundred & twenty seven. at which time Came the parties and by their Consent Commissions are awarded each of them to take Depositions generally on giving the adverse party Twenty days Notice of the same. to be taken before one Judge or Justice of the peace. And on Motion of Hugh L White Esqr in person praying this cause to be removed for the County of Knox, and it being admitted that the plaintiff is an Indian reserve and the Defendant a purchaser of the State this cause is transmitted to the Circuit Court for the County of Knox for trial and it is ordered that the Clerk make out and transmit to the Clerk of the Circuit Court of Knox County a Transcript of the record of this cause in due time. To which order the Court in transfering this cause to the County of Knox as aforesaid the plaintiff by his Counsel excepts.

Bill of Costs

Tax	$2.25	
Clerk	11.47½	
Sheriff Brown	3.75	
Williams	1.70	
Witness John Oliver	$11.75	
" James G Williams	5.25	
" William Oliver	9.00	
" John Purris	8.00	
" Gideon Butler	7.50	
" Wm Breedlove	1.00	
" Caleb Starr	1.85	
Justice A Cobb	1.00	
	$71.52½	$71.52½

6

State of Tennessee } I William Browne, Clerk of the
Roane County } Circuit Court for the County of Roane
by my Deputy Hugh L Brazeale do Certify that
the foregoing Transcript is truly Copied from
the Record and proceedings had in said
Cause as now remains in my office
together with the Bill of Costs thereto annexed
Given under my hand and private
Seal (Seal) Seal not having an official seal at
office in Kingston the 4th day of
December 1827.

William Browne Clk
By his Deputy
Hugh L Brazeale

And afterwards to wit at a Circuit Court
began & held for the County of Knox at the
Court House in Knoxville on the second
Monday of February 1828.

Present the Hon Edward Scott Judge &c

Loomis Riley's Lessee }
vs } By consent of the parties
Ulrich Allison } with the assent of the
Court. This Cause is Continued until the
next term and Commissions are awarded
the parties Genrally to take depositions of Witnesses
on the applicant giving the opposite party
fifteen days notice when the depositions are
taken in, and thirty days notice when taken
out of the State, to be taken before any
Justice of the peace, to be read in evidence &c.

And now, to wit, at a Circuit Court began and
held for the County of Knox, at the Court house
in Knoxville, on the second Monday of
August 1828.- Present the Hon Edward Scott
Judge &c.

On Tuesday the 12th of [redacted]

On Tuesday the 19th day of said Month.

This day Came the parties by their attornies and thereupon came a Jury, to wit, James McCarty, John Bayleff, James Millhite, Oliver Thorp, James Gallihen, Elijah Johnston, Isaac Patton, John A Swan, James Kearnes, Joel Holt, Edward Many & William S. Howell who having been elected tried & sworn the truth to speak of upon the issue joined upon their oaths do say the defendants is not guilty of the Trespass and ejectment in manner and form as the plaintiff in his declaration has Complained against them.

Therefore it is Considered by the Court that the defendant go hence without day and recover against the said Lessor of the plaintiff his Costs by him about his defence in this behalf expended &c-

Whereupon on motion of the plaintiffs Counsel a rule is entered to shew Cause why a new trial should be ~~allowed~~.

And afterwards, to wit, at the same term on Saturday the 23d day of said Month in the year last aforesaid

"This day Came the parties by their attornies, and the Rule entered in this Cause, to shew Cause why a new trial should be granted, being argued is discharged, to which opinion of the Court in discharging the rule the plaintiff excepts in said ~~pending~~ a Bill of exceptions, which is signed ~~& made~~ and sealed by the Court, and ordered to be made part of the record"

Which Bill of Exceptions is in the words and figures following, to wit-

State of Tennessee
Knox County
Looney Riley
vs
Uriah Allison

Be it remembered that on the trial of this Cause in the Circuit Court of the County aforesaid in August 1828 on behalf of the Plaintiff the Treaties of 1817 and 1819 between the United States of America and the Cherokee nation were relied upon as part of the title of the plaintiff, as also the following evidence. The deposition of D M Richards proved as well as he recollected in the summer of 1818. he married Looney Riley to Rachael Stewart he being a Minister of the Gospel, that he had a Licence from the Clerk of Roane County to marry them and he married them as the law directs and delivered them to the Clerk, that he saw said Licence afterwards on a trial of this cause in the Circuit Court of Roane County that Looney Riley was a native of the Cherokee nation, that he Richards was a Doctor and attended Samuel Riley Looney Riley's father in his last illness in 1819 this miles from S. W. Point. said Sam Riley told him he did not want his sons to go Arkansas proved that Looney Riley was living on the reservation in dispute in 1819, and that Looney Claimed no other place in dispute.

John Brown dec'd proved that he was Sheriff of Roane County in 1821, and in obedience to a writ of Ejectione from Judge Keith he put Looney Riley out of possession of the land in dispute and put Uriah Allison in possession — Brown knew Looney Riley from a boy, that he always resided on the tract of Country ceded to the United States by the treaty of 1817 & 1819

and that he was the son of Samuel Rily an Indian. That Lunny was an Indian and resided there before and at the treaties and for some time after he despossessed him - that Lunny Rily had a wife and was living on the land in the part of the year 1819 or first of 1820. not certain which provid that Urlah Allison when he first got possession of the land in dispute bought the lease of one John Burnett, who had leased of Samuel Rily, Lunny's father for $100.- per year a written lease to Burnett, Allison gave $100.- to Burnett for the lease, held it till the land sales, holds it yet and never gave it up the possession to Samuel Rily or any one for him. Allison was in possession of the land included in the Reservation at the time this suit was brought.

John Oliver Depo. proved that he Oliver was living on the land claimed by Lunny Rily and now in dispute in this cause, that Lunny Rily moved on the same in 1819, proves that Lunny built a cabin on the land outside of the improvements ½ of a mile from the ferry and as near the centre as practicable to get a spring water, and that he raised a crop there that he had a wife who he moved there. that a great many threats had been made to prevent L. Rily from coming on the land for some time, and he believed they did prevent him from coming on the land for some time but for these threats he would have come soonn. William Oliver's Deposition proves that he Oliver was living on the land, a Reservation in dispute and that Lunny Rily moved on it in the year 1819. that he Lunny built a Cabin, raised a crop there. the Cabin and Clearing was outside

of the old improvements and near the center as possible to get Spring water. Lunny Riley was living on the land ceded by the treaties of 1817 & 1819, at the time of those treaties. There was treaty made to protect Lunny Riley from coming on the land Lunny was and have of Cherokee Nation. and had a family when he moved on the land now in dispute.

Deposition of James C. Williams, sub agent of the United States for the Cherokee Nation proves that in the year 1819. Lunny Riley applied to him to Register his name for a reservation, he did register his name on the roll of life estate reservations which he now h[illegible] before him in the following manner— "Decer [illegible] 1819. Looney Riley, a native Cherokee family on the South side of Tennessee River opposite South west point (note) Reserve not in pos[illegible] —on— of the land— Dep.

John Purris proves that he made a survey of 640 acres of land for said Lunny Riley as represented by a plat Marked A, on the 21st Sept 1824.

A scale 160 poles pr Inch.

State of Tennessee Roane County— I have surveyed for Looney Riley Six Hundred & forty acres of land opposite South west point on the South side of Tennessee River. Beginning on a poplar stump on the south bank of Tennessee River, being the Corner corner of the third section down the River from the Base Meridian line, and at the upper end of the Cleared land of John Robert. Allison lives, Then down the river South 2 West 52 poles, South 6 East 120, South

48 poles to a Sycamore & maple on the bank of the River, thence East 184 poles to a Spanish Oak & black Oak, Then North 120 poles to a white Oak and a bluff of rocks, then down the river as it meanders passing South west point to the Beginning. Sept 21st 1824 — Parris S. R. C.

John Coulter } Sworn
George Stewart } proves at which time he was shewn a cabbin as the place where Looney Riley had lived, it was not denied by any of the Company, and Riley & Allison were present, which place was on the west side of the Road from the ferry, from sixty to 80 poles from the ferry, at the place on the plat marked B, there is a large bluff of Rocks between the line of the survey and the River at that place, he could not have got to the river at that place, he could have got to the River by extending the east line on the plat, but would, include more than 640 acres. He was deputy Clerk of Roane County in the year 1819. before and after, he issued a licence to Looney Riley to marry Nancy Stewart, but cannot recollect the time, but while Clerk he kept a memorandum of Licences he issued, by reference to that Looney Riley's licence appears to have been issued 28th Augt 1819. This survey was made agreeable to his Riley's certificate of registration issued by the Indian Agent. The survey of 640 acres includes all the land of Uriah Allison now in dispute.

A copy of the writ of possession, by virtue of which John Brooke, Sheriff of Roane County dispossessed Looney Riley as certified, as part of the record was read. John Brown proved the Original lost or mislaid and that the Copy was Correct.

Deposition of Caleb Starr, as also his personal examination in Court. proved that he was in the year 1819. authorised by Government to value all the Indian improvements in the month of September 1819. he went to Widow Riley's - Lunny stood interpreter between his mother & Starr. She told Lunny to go & show Starr her improvements - Lunny showed me seven improvements, the One at the ferry in dispute, one below, and another called Hicksfield in all seventy five acres with the improvements where the Old Lady lived at the blue springs, five miles from the land in dispute. The value at $875. When he commenced paying for improvements Lunny applied for the pay for his mothers improvements told him he must have a power of Attorney - he returned in a few days with the power to receive the money for his mother. I gave him an order to get the money from Blair, where the money was. But I believe Lunny did not get the money. I think his brother Richard got it, and I have so understood it. When he went to Widow Riley's in September he found Lunny & his wife in a cabin near her, and heard some talk of Lunny being lately married two or three weeks before that time.

A certificate signed by J. G. Williams sub agent was read. with Williams' description in the words and figures following. "Lunny Riley a native of the Cherokee nation has this day entered his name in the Cherokee agents office for a section of land opposite south west point on the south side of Tennessee River, agreeable to the provisions of the Treaty of July -

8th 1817. between the United States and the Cherokee nation Considering himself under the protection of and amenable to the laws of the United States. Given under my hand at the Cherokee agency this 6th December 1819.

Jas G Williams
Sub agent Cherokee Nation.

The defendant introduced and relied on eight Certificates of purchase from the State of Tennessee at the land sales on the 2d November 1820. certified and covering all the land claimed by plaintiff in his declaration, viz. acres at seven dollars per acre. 31 1/2 acres at twenty five Dollars per acre. 116 acres at $2.00 per acre. 20 acres at two dollars per acre. 106 acres at $2.00 per acre. One certificate, no of acres four fractions, sold for eight dollars for the whole fraction. 130 acres at thirteen dollars per acre, and 160 acres at seven dollars per acre.

After the cause was put to the jury and one of the Counsel made an argument, the Counsel for the state called John Brown as a witness and wished to examine him to new facts of which he had not before stated. The Counsel for the plaintiff objected to it, but was overruled by the Court and Brown proved that he was at L Riley's in the latter part of the year 1819, about Christmas, and Lunny had just done his house and was living in it (having but just moved to that place, where he began to build that house after the date of his reservation. That Lunny Riley upon reflection, he is satisfied was married in 1819. and that Samuel Riley nor Lunny Riley was living on the land in dispute at the time of the treaties of 1817 & 1819. but that

16

he Samuel ~~Riley~~ had possession of the land and leased to Burnett and Allison leased of Burnett.

The evidence through, the Jury returned a Verdict of not guilty.

A rule was granted to shew cause for a new trial, and in support of that rule the following affidavits were produced and read to the Court.

Lunsy Riley } August Circuit Court 1828.
vs
Uriah Allison } This affiant makes oath that
State of Tennessee } from examination of the Registers
Knox County } of life estate reservations,
Samuel Riley appears to have his name registered in the following manner— 27th 1818. Samuel Riley in right of his wife 8 in familly. South side Tennessee River opposite to south west point.
In the hand write of Lewis Roff then a Clerk for Col Meigs Indian agent. Sam G Williams
Sworn to in open Court
22d August 1828. Wm Swan Clerk.

State of Tennessee } Lunsy Riley Appa } Circuit
Knox County } vs Uriah Allison } Court
August 1828. This affiant makes oath that during the trial of this cause and since the trial he is informed by Gen Brown and believes the fact so to be, that Samuel Riley, Lunsy Riley's father leased the land in dispute to one John Burnett for three years by a written lease in 1818, and that said Burnett leased to said Allison, and that Allison has kept possession ever since and never did surrender up the possession to Samuel Riley or any one for him, that this affiant knew not of said written lease before this trial— that he is also informed that said Lunsy has purchased

BEST AVAILABLE COPY

the right of the other Heirs in said land. he is also informed and believes that as early as 1798. Samuel Riley lived on said land and has kept the possession ever since until 1815. when he leased to Burnett. That the agent in this cause left Cherokee in the early part of this week under an impression that this cause could not be reached from the state of the docket, that this affiant could not have made this as Counsel but believes unless he did his Clients cause would not have that investigation it deserves. That as Counsel in this cause. he relies on Lunsy Riley's being the head of a family in and was authorized to take a reservation any time before 1820. But in this he was surprised on this trial by decision against him. In the opinion he gave his Client he was satisfied by the opinion and Charge of his Honor Judge Keith in the trial of this cause in Roane Circuit Court. His Honor there charged that if he was the head of an Indian family and had an improvement at the time he took his reservation it was sufficient on this point. This may have been and I think was the reason of Lunsy Riley not being prepared with the title cast on him by descent in this cause, and by purchase from the other Heirs.

Sworn to in open court 22d August 1828 — G W Churchwell

Wm Sloan

The Court discharged the rule for a new trial. To all which the plaintiffs Counsel excepts and tenders this as his Bill of Exceptions, and prays that it may be signed, sealed and made part of the record. The Court stated to the jury that no person was entitled to a Reservation under the treaty of 1819. unless he was the head of an Indian family at the time of the ratification of the Treaty. that

the treaties when taken together shewed who was meant by the head of an Indian family, that the wife and Children of the life reservee were chiefly in view of the Contracting parties—

The court stated that a single man or batchelor without a wife & family was not within the meaning of the Treaty. To which opinion of the court the pltff excepted which exception is signed Sealed and made a part of the Record

Edward Scott Judge

State of } I William Swan Clerk of the Circuit Court
Tennessee } for the County of Knox in the State of
Tennessee Certify that the foregoing transcript is truly Copied from the Record in my office—

Given under my hand and private seal having no seal of office at office in Knoxville the 3d day of August 1829.

Wm Swan Clerk

To the Clerk of the Supreme Court of Errors & appeals at Knoxville Tennessee

For sufficient cause appearing from the foregoing record— Let a writ of Error and a Supersedeas issue— to the Clerk of the Circuit Court of Knox County— on Bond with security being given according to the acts of Assembly and rules of the said Supreme Court & Given under my hand &c This 4th day of August 1829

Jacob Peck
4th August 1829 Judge S Court

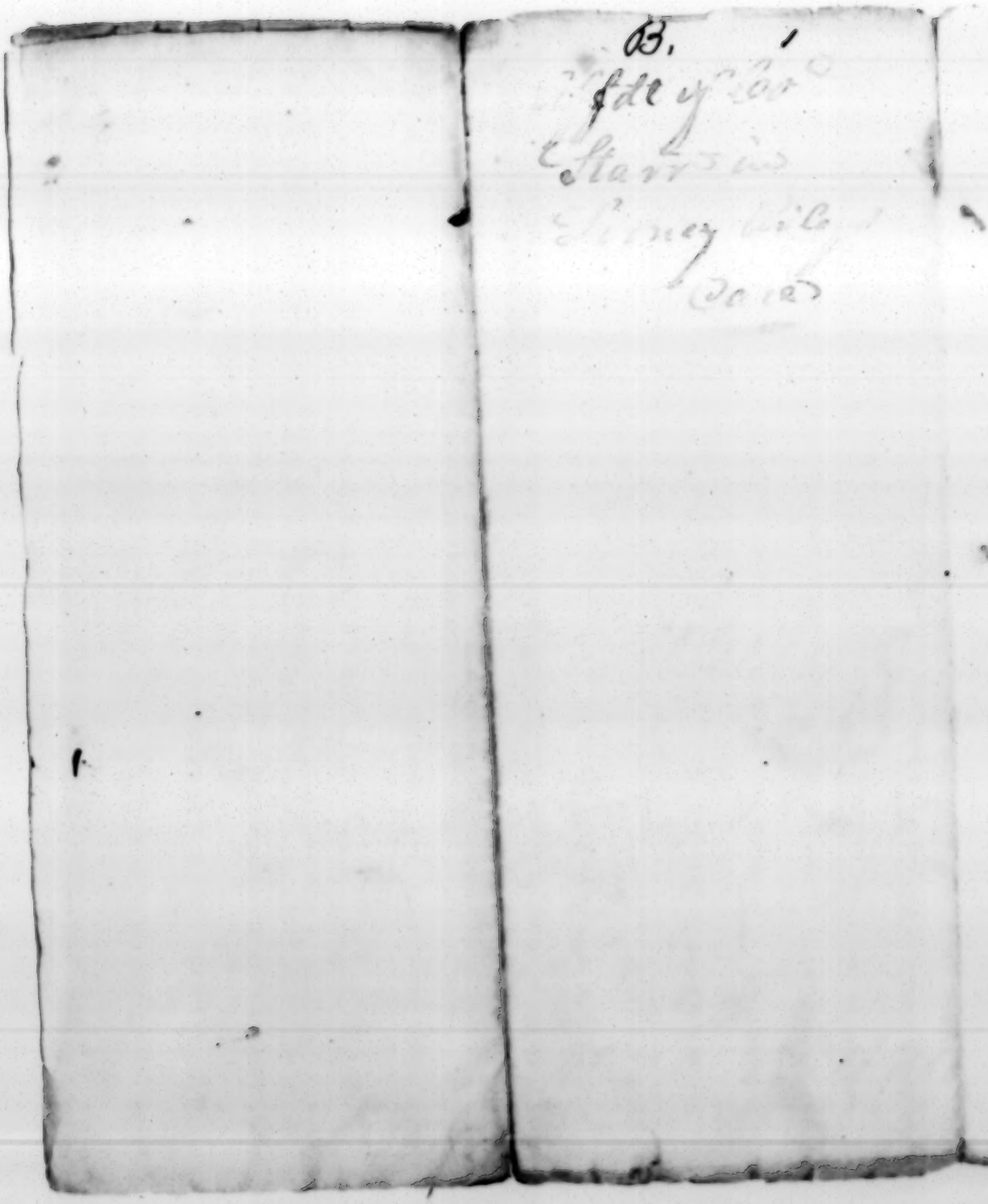
Looney Riley's Lessee
vs
Nancy Allison and
John Brown
Executors of W Allison Dec.

The Record having been read and argument of Counsel heard, it is considered by the Court that the Judgment of the Circuit Court of Knox County be affirmed, that the Defendants go hence without day and recover against the Lessor of the Plaintiff their costs by them about their Defence in this behalf expended &c. It is further considered by the Court that Looney Riley and his securities Wm Cardenhire and George Stewart pay the costs of this cause in this Court

I. Nu. Brown Clerk of the Supreme Court of the State of Tennessee at Knoxville, by my Deputy James W. Campbell, do hereby certify that the Foregoing is a full true, and complete Copy from the transcript, and Judgment of said Supreme Court on record in my Office in the case of Looney Riley's Lessee vs Nancy Allison & John Brown, Executors of W Allison deceased.

Given under my hand and Seal of Office at Office in Knoxville this 30th day of March 1838 — I further state that upon careful examination, the opinion of the Supr. Court in this case cannot be found & believe it is lost. By his Deput Jas. W. Campbell

Copy of a
Record
in L Riley's
Case



State of Georgia } Personally appeared before me
Cass County } H. W. Haygood Judge of the
Inferior Court of said County Caleb Starr and
made oath that he is well acquainted with Looney
Tiger a native of the Cherokee Nation, he was also
acquainted with Samuel Riley, a considerable Man in the
Nation once, and further said Looney Tiger to the
best of the head of an Indian family residing
on the Cedar Territory under the Treaty of 1819
at or opposite to Creek trail ford in Limpkin
River, now Bartow County and that he took a
Reservation there under said Treaty, & was
subsequently [illegible] the State of Georgia
& that the said Looney Tiger sold
at the said date in 1820 and he took the Wife
of the said Looney Tiger was very valuable & the highest
the said sale was [illegible] & [illegible]
was an acre near the ferry [illegible]
cannot say [illegible]
acre in the natural state

Caleb Starr

Sworn to & subscribed
before me this day
of January 1837

H. W. Haygood J.I.C

Maj Thos Browne
Affadt—

State of Tennessee
Roane County } Personally appeared
before me in open
Court at a ~~Circuit Court now sitting in and for~~
~~said~~ for said County, Thomas Brown
with whom I am well acquainted
who is a respectable Cherokee man
citizen of Roane County that has been for
40 years - who made oath that that he
was well acquainted with Looney Riley a
Cherokee, that he Riley was reckoned in
the Cherokee nation, on the Land Cession
& the Treaties of 1817-& 1819 - that he
had a wife & was living on the Land
opposite North West point where he took
his Reservation under the Treaty of 1819 -
between the Cherokees & the U. States -
that he lived on the Land claiming
it as his Reservation until turned out
of it by a writ from some Judge under
the act of 1819 - made for Squatters
& Looney Riley lost suit for his Land
& was hung up in Law & taken
to Knoxville & then Kept a grog shop
& finally he lost it - my acquaintance as Cherokee
His Reservation was opposite to North West
point, where Cinch intersects Tennessee river
there was is now a valuable ferry on it
& maybe two - as to the value, I cannot
well say - If you rate the ferry in, it is
worth $40 per acre, without it in its natural

State I think it well worth from twenty five to thirty Dollars per acre, a portion of it sold at the Land sales in 1820. for $75 per acre - an of the ballance very high, but it was too much - I do not believe he ever sold a acre of any thing for it -

Sworn to in open Court
March 4th 1837.
H. S. Purnis Clk

Hon Charles Keith

State of Tennessee
Third Judicial Circuit } I Charles D. Keith one of the Judges of the Circuit Courts of Law in the State aforesaid and the Presiding Judge in the Circuit aforesaid, do certify that Henry S. Purnis whose name is signed to the foregoing Certificate was and is Clerk of the Circuit Court of Roane County and that full faith and credit is due to his acts and attestations as such. Given under my hand this 8th day of March 1837.

Charles D. Keith

State of Tennessee } Personally appeared in
Roane County } open Court Joseph Byrd
Sheriff of said County and made oath
that he was well acquainted with Lacey
Riley a Cherokee that he lived on the
Land ceded by the treaties of 1817 &
1819 to the United States & that he said Riley
took a Reservation under the treaty of
1819 - was the head of a family - and was
living on the Land until after the
Land Sales in fall of 1820 - when he
was turned out of possession as I un-
derstood by the Sheriff of Roane County
by the purchaser under a writ author-
-ized by the act of 1819 That he believes
the said Land was sold as a part of it
at the sales for $75 per acre. There is a
fine & valuable ferry on it. it lies a[t] and
opposite the mouth of Clinch river &
opposite N. West point on the south side
of Tennessee River a bout one mile & ¼ from
Kingston. in a state of nature the Land
is worth from twenty to twenty five
dollars per acre. but would hardly be
worth more though the ferry landing must
always be good. I do not believe Said Riley
ever sold or got pay for his Land

Sworn to in open Court
March 4th 1837 -

H. L. Pennybacker Clk

State of Tennessee
Third Judicial Circuit

I Charles F Keith one of the Judges of the Circuit Courts of Law in the State aforesaid, and the Presiding Judge in the Circuit aforesaid do Certify that Mary C Parris whose name is signed to the foregoing Certificate was and is Clerk of the Circuit Court of Roane County and that full faith and credit is due to his acts and attestations as such Given under my hand this 8th day of March A 1837

Charles F Keith

State of Tennessee
Seventh Judicial Circuit } S.S.

To the Sheriff of Roane County Greeting

Uriah Allison hath produced the undersigned one of the Judges of the Circuit Courts of Law & Equity in & for the State aforesaid. The certificate of the Treasurer of East Tennessee shewing that he was the purchaser of the lot or North East Quarter of section Numbered one, in Fractional Township numbered one Range numbered one West in the Kiswasee district and the said Uriah Allison having satisfactorily proved that Looney Riley is in the possession of said lot of land and that he refuses to give the possession to the said Uriah Allison, and also proved that the land is situated in the County of Roane

These are therefore to command you forthwith to dispossess the said Looney Riley and put the said Uriah Allison into the peaceable possession of said lot of land with the hereditaments and appurtenances. Herein fail not. Given under my hand Seal this 17th day of March 1821 Charles F. Keith (S.S.)
one of the Judges of the Circuit Courts of Law & Equity in & for the State of Tennessee

Uriah Allison order to dispossess Looney Riley. 17th March 1821.
Came to hand the 17 day of March 1821. John Brown Sheriff. Executed by dispossessing Looney Riley & putting Uriah Allison in possession of the land named in the writ of possession this 17 day of March 1821. John Brown Sheriff

State of Tennessee
I Henry L. Ferris clerk of the Circuit Court for the County of Roane Certify that the foregoing is a true copy of an order issued for writ of Possession by the Hond Charles F. Keith to the Sheriff of Roane County to dispossess

Looney Riley & c) with the endorsements and return of the Sheriff thereon as appears from the original now on file in my office

Given under my hand & private seal not having a seal of office at office in Knoxville the 13th day of November 1837

Henry S. Parris Clerk

Copies of

Uriah Allen's
order to
Sheriff
Looney Riley

Clerks fee 50 Cts
Fr. Gideon Brown
H. S. Parris
Clk

[redacted]

Brief of
Professor
Lovely Ridley's
case

No 44

Brief in Leary Riley case
Filed 29th Sept 1837 Before the Hon Judge
Bond & Judge Mc[illegible] Bond
[illegible] Attorneys Certificate of Registration
[illegible] State Exhibition marked B—
Hezwas Burns marked C—
Ed. Joseph Byrd marked D—
A Copy of the writ of Sepulcrum issued by Judge
Keith Dyer Riley — marked E.
I will not trouble the Court with any
argument, at present — on this case
[illegible] requiring of the Court — as the
[illegible] of [illegible] on the proof
the Treaty of 1817 - 1819 - 1835.V6 -

G. W. Churchill

Ld Stairs
Affdt in
Forney Riley's
Case
for Redemation

State of Limpus
Bradley County } Personally appeared before
me Caleb Starr and
made oath that under the treaties of
1817 & 1819 He was appointed to pay
for improvements that Looney Riley's
Mother sent Looney to him for the
money for five improvements he had
valued for her the blue Spring Indian
places & others. that he refused to
pay unless the would bring a power
of Attorney - Looney went off without
the Money - sometime after she sent
a power by Attorney & he then drew
Richards money & got the money -
Looney Riley had nothing to do with
the money, it belonged to his Mother
his Mother gave him a small improve
ment near the blue Spring about
4 miles from the River - which I Paid
him for $60 or 70 - but this improvement
was not where he took his Reserva
tion - & had nothing to do with it -
I never paid him for his reservation
or that improvement on it -
Sworn to & subscribed
before me 14th March 1834 Caleb Starr

Wm A Strain
Clk of the Circuit Court for Bradley County

Thos Brown
Affdt
Lemay, Rdg
case

Cherokee Agency Bradley County Tennessee

Personally appeared before me Wm S Wilson, Thos Brannon & made oath that he was well acquainted with Sam Riley & his family – Sooney Riley a native was his son. I believe he married in august 1819 – and about the last months in that year he built a Cabin some distance from the improvement at Coetts ~~west point~~ that his father & Mother had formerly owned – Sooney cleared a small piece around his house – I spoke to him the day he was going his home, & asked him why he built in the woods so far from the River he said he wanted to put his ~~the~~ House in the center of his Reservation – some time after that – I understood he had been to the agency & registered for a Reservation I think ~~the~~ probably he registered in March 1819 – & he had moved to his house in October or November before I did about a mile & a half from the point

Thos Brannon

Sworn to and subscribed before this 15th March 1848

Wm W Wilson acct of the Commissioner

Certificate
of Register
of Rome City
in Liberty Valley
Iowa

I do hereby Certify that I have Searched my
office and can find no Record of a deed from
Aaron Riley to any other person for the Reser
vation he claims in Roan County opposite
South West point Given under my hand
at office in Kingston this 16th day of April
1838

Robt D Duncan
Register for Roan County

State of Tennessee } Personally appeared before me
Roane county } Henry Liggett one of the
Justices of the peace for said County, Richard
Richards who after being first sworn in due
form of Law deposeth and saith as
followds. That he was acquainted with
Looney Riley a Cherokee Indian who was
said to have taken a reserve of use le South
West point that he married said Riley to
a White woman he thinks in August 1819
Also, that said Riley was living on said
reserve on the first of January 1820 to the
best of his recollection, that he continued to
reside on said Land until after the Land
was sold by the State. when he was
finally put off by some process by the
purchasers of the Land at the Land sale

Richd Richards

Sworn to subscribed
before me this 17th
November 1838
Henry Liggett
Justice of the Peace
for said County

Justice fee $1.00
Richards 50
Paid

(Copy)

Looney Riley's claim for reservation under the Treaties of 1817 and 1819

In this case it is in evidence that Looney Riley was the head of an Indian family and registered his name in the Office of the Cherokee Agency on the 6th of December 1819 for a reservation in conformity with the treaties of 1817 & 1819 and that he resided with his family on the reservation by him so taken on the 1st day of Jan. 1820. By act of the Legislature of the State of Tennessee at its session in 1819 the Surveyor Genl. of that State was authorized to cause to be surveyed all the lands acquired by the said Treaties preparatory to a contemplated sale with the exception of such reservations as were registered and taken previous to the 1st day of July 1818 and by another section of the same law any Judge of the Circuit Court of said State was authorized upon the production by the purchaser of any of the lands thus sold of satisfactory evidence that they were wrongfully kept out of lands by them purchased to issue under his hand and seal an order to the Sheriff of the County in which said lands may be situated requiring the Sheriff to proceed forthwith to put the purchaser in peaceable possession of the lands so withheld

Under this act of the Legislature of the State of Tennessee The Surveyor Genl. could not recognize the reservation of Looney Riley the same not having been registered in conformity with the law, Viz previous to the 1st day of July 1818 Consequently the reservation was surveyed and sold by the authority of the

REPRODUCED AT THE NATIONAL ARCHIVES

State of Tennessee and a man by the name of Elliston became the purchaser, who finding Looney Riley in possession of the land proceeded under the subsequent section of the Act alluded to to procure from the Judge of the Circuit Court an order to the Sheriff of the County to remove Riley and give Elliston the purchaser peaceable possession of the land alleged to have been wrongfully withheld from him, which process was issued by the Judge and executed by the Sheriff in conformity with the Laws of the State of Tennessee

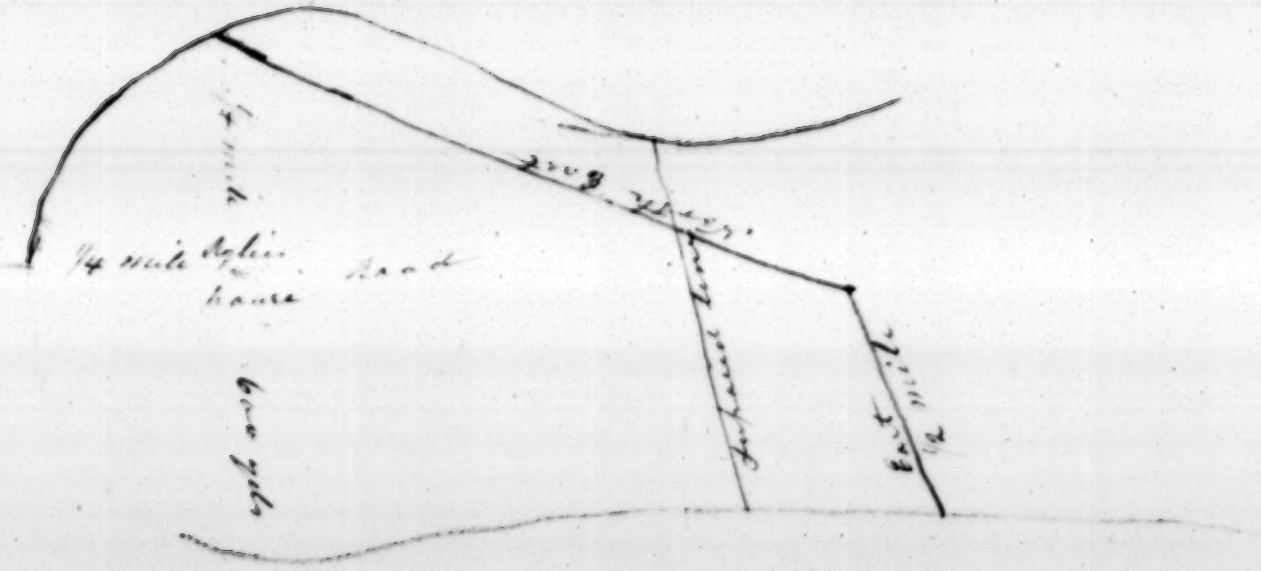
Now if Looney Riley had made no subsequent effort to regain the possession of his reservation it would seem that he had been compelled to abandon his reservation by the Laws of the State of Tennessee and would be entitled to remuneration under the 19th Article of the treaty of 1836 But Riley being advised that he could succeed in ejecting Elliston from the premises caused a writ to issue for that purpose and the case thus brought before the Courts of the State of Tennessee was ultimately decided against Riley the reserved— From the report of this case it appears that the point on which the case turned unfavorably to Riley was that the right to reservations under the treaties of 1817 & 1819 extended only to such as were heads of Indian families at the date of the treaty of 1819 see Yerger R 461 Riley not having married and become the head of an Indian family until after that period— But had become so, some time thereafter and previous to the 6th of December 1819 the date of his registration for a reservation did by that decision lose his reservation— Some years thereafter however the Supreme Court of the State of Tennessee in the case of Louis Lepe vs Evans & others (see 3rd Yerger R 323 decided

the that the registry of a parties name with the Cherokee Agency for
d a reservation within the time prescribed by the Treaties of 1817 & 1819
-m is conclusive evidence that such party was the head of an Indian
by family and resided within the Territory ceded. Under this
ng last decision Looney Riley was undoubtedly entitled
hich to his reservation but unfortunately for Riley this last deci
rva sion of the Court was made too late to benefit him, he having
prior to the decision been concluded by the Statute of lim
to itations abandoned all hope of reclaiming his reservation
ead he also abandoned the Country.

de It is also in evidence that subsequent to the Treaty of 1817
gh he had sold to the Agent of the Govt a small improvement
he situate some three miles from the reservation taken by him
ed and received therefor the sum of $75.00 and that although
ut he settled in the Woods upon his reservation yet by
ded extending the lines so as to include 640 acres it unfortunately
ap included a part of an improvement which had been previously
to sold by the proprietors to the Agent of the Govt and by them
of abandoned, and it has therefore been contended that Riley
ssa had not the right to locate his reservation on lands thus situated
ing But not discovering any provision in either of the treaties
s of 1817 or 1819 which restricted the reserved in locating his
ons reservation in reference to this Objection, or depriving him of
tion the right to a reservation because he had previously sold an
v improvement which did not lie within his reservation it
L would seem that these objections should not be entertained
ed especially as the same Agent of the Government who had

paid Riley for his reservation afterwards acknowledged his right to a reservation by permitting him to register his name for one. and further that Riley in registering his name for a reservation located the same at a particular spot thereby enabling the Agent who had previously purchased and paid another Cherokee for an improvement a part of which must necessarily fall within the reservation to decide upon the right of Riley to this particular location and to refuse it if deemed by him to be repugnant to the treaties of 1817 or 1819.

Believing that Looney Riley's reservation was well taken, both as regards time and location and that he was compelled to Abandon the same by the laws of the State of Tennessee, he is consequently entitled to remuneration agreeably to the 13 Article of the Treaty of 23d May 1836 and of the 3d Supplemental Article thereunto annexed.



The distance is near a mile and a fourth
from the house to the lower corner on the River

To the Hon. Commrs

Sirs, Favor me with your attention for a moment, upon the question, whether you as a Court constituted by the authority of a Treaty which is higher at least paramount, to the Laws of any State or the constitution thereof to the Secretary "Can or ought to hear and decide, or review any decision, of any State Court upon any point they may have decided &c"

That you have the right is evident from various reasons— 1st It is a principle well settled that as many actions of Ejectment may be brought as the Claimant thinks proper —

2nd It is a well settled principle, that a Chancellor may institute or decide differently from the Law Courts upon any point— And are you not a Court of Conscience? Are you not constituted such by the highest Law, that can be made— viz a Treaty?—

And here permit me to ask, if you have not the power to decide upon any point settled by a Court of Law— Suppose a County Court North Carolina settles, or decides the point one way, Georgia decides it another way— what could you do? which State Court would govern you— would you resort to the one decision, which in your opinion approximated nearest to justice or Equity— perhaps you would (if it is granted you are bound to be governed by either) the moment you determined, which Court should govern you, would not that decision be governed by one decision in preference to the other than that you had a right to reject either or Courts to obtain justice?—

REPRODUCED AT THE NATIONAL ARCHIVES

Suppose, Supreme Courts decide a point, upon a certain state of facts that destroys the claim of a Reserree - North Carolina Courts decides the same point differently, to save the rights of the Reserree: upon the same state of facts, what is the result - A Reserree who happens to live in Georgia after, loses his right, by that decision, where the other individual who lives in Alabama or North Carolina, by their decision retains his right. Is such to be the case, is absurd, & contrary to the intention of the Constitution, & laws, & violation of natural justice, & we have Courts to render Justice. Then the proper mode of decision is to reject every interpretation that leads to an absurdity, &c. 1 Bacon's Abridgt. page 330 [illegible]

It does not follow, but that the Court may observe those rules of interpretation which evince magnanimity, & liberality, by a grant from the U States to observe to an Indian tribe, rights against States the Cherokees - The U States are civilized & the Indians are not, the first are learned & wise, the latter ignorant, dependent, & confiding - The one rule of interpretation is that equality in rights shall be preserved - & another rule to reject that which is adverse to the same - 332 - Battle "Men speak of it as equality as tending to equality of rights to be gained by the act passed alone; & not as it may be, by the ordinary course in the actions to adopt such rules of the civilized as would give to the Indians a like situation, under a certain state of facts. Suppose another Indian tribe, in subsequent to the same state of facts, [illegible] because some Court should draw by the nice distinctions, & technicalities, of Common Law, which has been produced by a age of labor, & the assist-

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Salutary, & scientific, & learned Code exist. That
Court Governed by precedents & rules of which
the uncivilized Indian are totally ignorant — It
would be inhuman, unjust, illegal & a
violation of natural justice & right reason —
I deem it unnecessary to trouble this Court with
all the rules laid down by International Law
writers, on the subject of Treaties — they are familiar
to the Court —

I take it for Granted that those who complied
with the requisitions of the treaties of 1817 & 1819 —
were entitled to Reservations And that every one
who Registered for a Reservation, caused the
Cherokee Nation to lose 640 acres of Land west of
the Mississippi — by the Government of the U States
deducting acre for acre — The Govt has now
640 acres for each name — The Cherokee nation
lost the same Quantity — Who then was entitled
to all these lands taken as Reservations — all
answer, the individual Reservee who had
seperated his 640 acres, by the consent of both
Governments from the Land held in Common
by the Cherokees — The question now recurs, did
each Reservee obtain his Reservation. Answer
No — Who took the Land then the State of
Tennessee, sold it — in some instances
turned out by an unconstitutional Law. Visit
from a judge the Reservees — In other instances
the white man drove off or scared the Indian
away — and by various means they lost their
Reservation after having sold the Land, protected the
purchaser, by her wicked Legislation — first
passed a Law to turn them out by a writ without
a trial by jury — 2d Employed the most Eminent
Lawyers to defeat a suit brot by the Reservee

And 3rd They passed an Act Empleying Judge White & authorised him, by sure motion to change the venues of all the cases in all the Courts to Lincoln ville for his convenience when other men, could not change the venue in their causes without the affadavit of two other men shewing they could get justice — and finally, Employed other lawyers & ordered by an other act, all the causes to be taken back to the Counties they came from — And thus were the poor ignorant Indians worn out & discouraged & broke down Legislation out of his land which had been his & his Ancestors from time immemorial as long as the hills had stood or water had run and then smiled as Vattell says at their dutility in circumventing those poor confiding Indians — Aye Sirs, Glory in their conduct, so contrary to to rectitude Equity & natural honesty — aye Sirs, glory in what would dishonor an Individual. page 204 Vattell — Well may the Indians say, he who violates treaties violates the laws of Nations — and wounds the whole human race — See Vattell 295 — All nations are bound to keep sacred treaties the peace tranquility & happiness of the world depends on good faith. Congress has not kept her good faith — The contracting parties at New Echota in the late treaty undertook to heal the wrongs & breaches of good faith, and by the 12. 13. articles declared that all the Cherokees & their heirs & for whom Reservations have been made under any former treaties who have not had their claims and who in the Opinion of the Commissioners have complied with the terms

on which the Reservations were Granted as far as practicable in the several Cases, & which have been ~~ruled~~ by Govt - shall constitute a good claim agt the United States, & they shall be entitled to receive the values &c.
And all that have not been sold, but have complied as before shall be paid. & all those who under the treaty of 1817 & 1819 have complied with the terms shall be paid &c
This Cattin Claim is on the undivided Lands which were vested rights, but subject to the contingency of a new claim - And if the Cherokee Nation have again sold this Cattin Claim of Reserves land - She is bound independent of the stipulations in the supplemental articles to pay the individual -
But more anon on that subject -
Now by the Rules laid down to interpret Treaties. and by the circumstances of parties at the time of the late treaty - What is the object of the 13th Article - Which creates you a Court - I answer it is to heal the wounds inflicted upon a portion of the Cherokee nation It is to do justice to those who have lost their Lands - And the high Contracting parties have said that we will submit the facts to the enlightened, candid, & impartial judgment & unbiassed Opinion of this Court. They do not submit it to the Courts of Tennessee or any other State. They create a Court themselves bound by no rules but those of natural justice correct reason, Equity, & conscience - And before you the Indian comes, with a hope that he is not again to meet technicalities

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or rules that he is ignorant of, but presents
the facts, to shew his compliance as far
as practicable with the terms of the treaties
under which he claims — And I insist
that this is peculiarly a case of conscience —
And only ask the same liberal construction
of the treaty as the Government has always
held out to the red men their children.

I do not deem it necessary to argue all
the points that may arise, in relation to the
compliance, with the treaty, believing that
all the cases, depend alone upon matter of
fact after general principles are settled, I
will, merely observe that, the Registry of the
name, which is conclusive as to being the head
of an Indian family, residing on the E side
of Mississippi River, a right to take the Reservation.
And, the facts to shew how he lost his land
are the only facts necessary to bring him within
the letter & spirit of the late treaty - I rest
confidently the claims, of Riley - Lovely & others
fully with the Court —

Upon the point, — What the Improvement
must be included & mean the Centre as practicable
a word or two —
If a treaty was to be construed by the rules of
Law - which is not the fact - but, the Rules
of Law would be authorising to survey his claim
in an oblong Square — from 1777 - in N Carolina
according to Triangles such has been the
decision of the Courts, See Keene Lessee vs Porter
1 Term Rep 353 - 1787. Wrekley Lessee Wilson
do 370 - 488. Phillips vs Robertson 2 Term Rep 693
again where an Entry calls to include a [illegible]
that the Survey may include the spot in any part of the

Trash. Title Weekly vs Milan / Land Rep 370 —
again where an Entry called in deeds the land
with the it is equal for the Settlement upon
divided and part of the adjoining Lands
Hardiman 1 Wheat. 250 —
again where an Entry called for a Spring and
creek the Entry as marked a Settlement
place of it in the State with the Land
White vs Crockett 3 Haywood R 163 Hardiman
252, same case decided that an Entry may
be made in a square & along a White as
Drake & Lessee Litton 3 Haywood 234 5 Yerger 128.
The Construction of the words to include the
improvement must be guided by common
sense & the circumstances —
Treaties ought to be construed liberally —
an Indian lives at the foot of a high ridge
of rock near the river bottoms land lies near
him & the river, above & below him, & his improve
ment above & below him on the river, Lo it a fair
construction of the words to include his im
provement in the Centre as near as practicable
that you make the lands the Centre, & give
him a Cliff of rocks for 3/4 of his land
when he asks nothing he could get his improve
ment — good Conscience & the Treaties must be
be no — it is unreasonable & ill bred — again
suppose his on the bank of the river, a square
cannot be had unless you give him water for
half — it is against nature & the fitness of things
to confine him here as the Centre — and the
Government could not have intended any such
thing — I have obtained you to Conform this point

In Riley's Case, the Court decided that if
the Indians had no wife at the date of the Treaty
he could not take a Reservation - she lost it afterwards
about 6 years they decided in other cases, that the
Indians had until the first of January 1820 to get
wives, take Reservations or to go to Canada and
see the last article but one in the Treaty of 1819
La 5th George Jones vs Evans where the Register
is conclusive of his being head of family &
Riley's Case was wrongly decided as Judge Eaton
admits in Jones Case - but that
a decision comes too late, the
statute of seven years in Limitation
bars his Claims since 1819 -

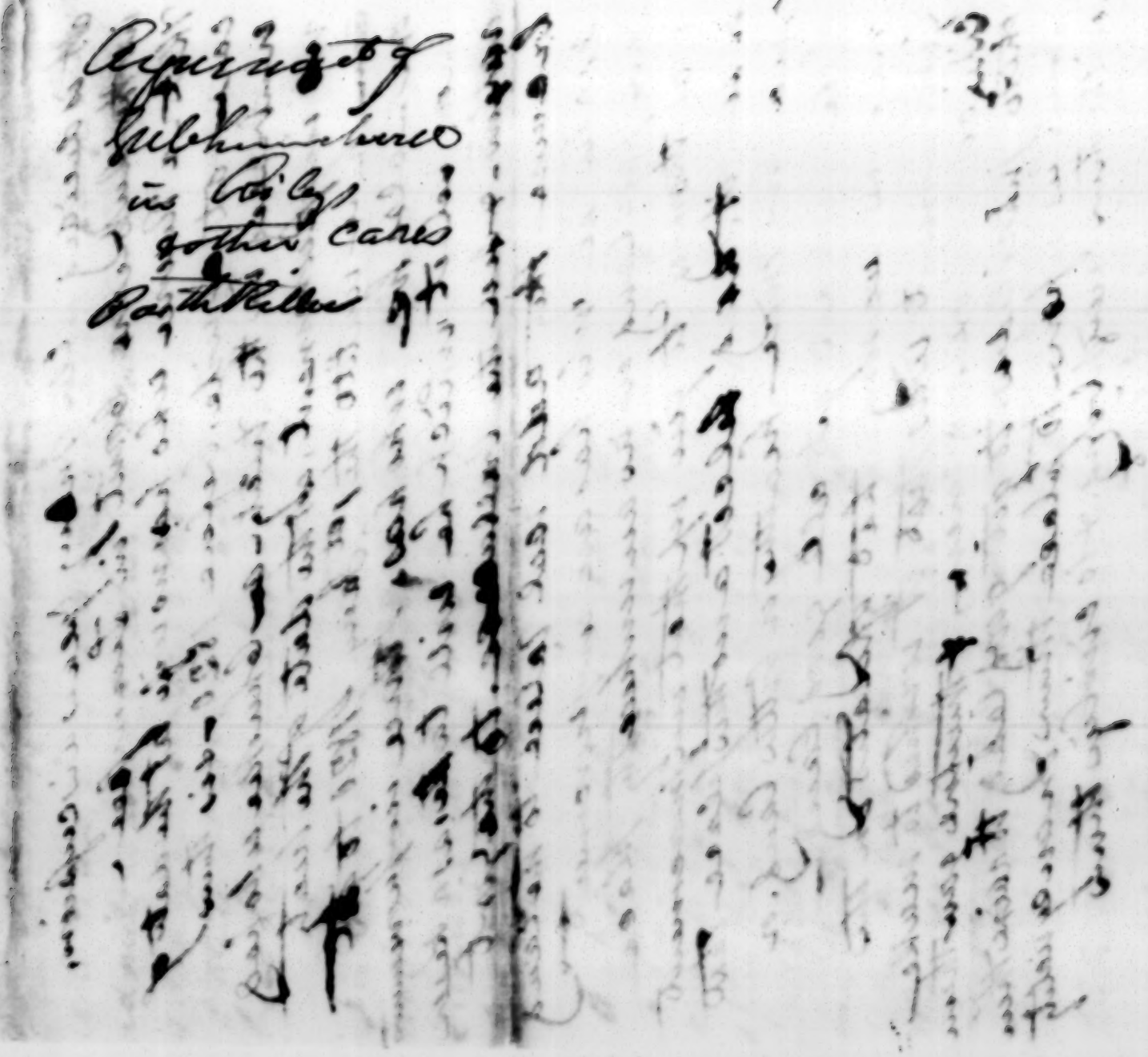
In Goodrich's Case there was no
action of Ejectment brought, he
sues out writ of Error, or a mean writ of 1819
the Copy of writ filed -

and I would ask leave to refer your mind
to the Riley Case, where the Court first decided
one way the Indian lost his land - 6 years
after they make a decision different which
would give him the land, but another case, bars
his title - now is not this the best reason why
you a higher Court since fact a Court of
Ultimate Resort made by Treaty - should not
be governed by the conflicting opinions of State
Courts - but alone by your own opinions &
I am well satisfied that you are the only
tribunal, that you are unshackled by
any decisions or opinions of others - and are
left alone to your own good sense, & such
rules as you may establish for yourselves

If any other point should arise upon which they desire an argument, it will give me pleasure to give my opinion upon said Case

Gid Hempstead
Atto

It is decided after many years discussion, in the Supreme Court in Tennessee That - a Reserve who has no wife at the date of Case - got a wife, before 1820 - is thus embraced in the treaty - a Cherokee who had no improvement, at the date of the treaty can have until the 1st Jany 1828 to get one - also he who has three improvements may select which he will take, as a Reservation - & sell the Cabbins to the Govt because they add real value to the Land again he who has an improvement on poor Land or in an unhealthy place is authorised to give up that improvement or sell it, and select another place that may be more healthy or better Land. or while he can get all good Land - among the reasons, that dictated to the Government was that it wished to make Citizens of those red men, & therefore gave them these privileges, to get good Land to raise their families upon - to place them on an equality with their neighbors. & to civilize them See Holmans digest -



* Various other cases have also been passed by the Legislature of the State of Tennessee calculated to effect injuriously the claims of the Cherokees both before and after the installation of this Govt. We instance the Act of 1827 Sec. 1st a copy of which accompanies the file in this case.

It is therefore ordered and adjudged that the sum of _____ be allowed to the said Looney Riley as compensation for his Reservation, the same being the value thereof as unimproved land ascertained by agents appointed for that purpose

Valuation
made in the
Case of
Sidney Kelly's
Reservation by
Reynard & Camble
Agents &c

The undersigned appointed by the United States Commissioners to View and Value a Reservation Claimed by Isaac Ryhi near Sauthmett Point do Certify, that they have Carefully Examined said Reservation and Valued the same as mandated in 1836 Leaving out of View all Local advantages Such as Ferry Road &c. and herewith Present to you a Rought Plat of said Reservation made without instruments or Rather field notes as near as we Could get from the best information we Could get and our own observation and is decidedly of opinion that the Reservation line that has been Run and Planned to us was not Run in Conformity with the treaty of 1819 as it is not more than ¼ of a mile from where said Reservation lined to one part of the line Therefore we have made a different line directly East and out which we believe will include 640 acres and do Value it as above Stated to three thousand dollars and if to Value it as it has been Run and we Consider it worth four thousand and with all Local advantages we think it worth five thousand — all the above we Respectfully Submit

James Gamble

Thomas Brigsmore

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The within report in relation to the valuation of Looney Ridges reservation has been examined by us, and the valuation agreeably to limits described by the agents, is deemed by us to be the correct valuation according to the treaty and is therefore approved, which seems to be the amount of $3000.00

Lyman Tiffault
Thos W Wilson
Commrs

SHUMAKER, JOHN

SHUMAKER, JOHN

RESERVATION CLAIM

[RECORDS MISSING]

SEE

SPECIAL FILE #94

[M 574, ROLL 12]

REPRODUCED AT THE NATIONAL ARCHIVES

RAPOR, [illegible]

H. 103

Reservation
Jesse Raper
No 103.

Allowed

Sept. Papers &c
Memorial
for citizen Ships

REPRODUCED AT THE NATIONAL ARCHIVES

To the Hon Committee of the Cherokee Nation

The under-signed memorialists

respectfully represent to your honourable Body That
They are ever so to remoral to the Cherokee Country west of the
Mississippi and desire to be come Citizens Of the State of North
Carolina Where they reside agreeable to the Provisions of
the late Treaty Made and Concluded at Ouwechola
On the 29th Of Dec 1835 and your Memorialists
as in duty bound will ever Pray 14th Feb 1837

Signed in the presence of

Andrew Coleman

Henry Smith

Wm S Thomas

1 Jesse his X Paper
Mark

2 wife Polly her X Paper,
Mark

3 son Marlin his X Paper
Mark

4 son Charles Paper

5 daughter Cata Paper

6 " Patsey Paper

7 son Lewis Paper

8 daughter Eliza Paper

9 son Gabriel Paper

10 daughter Nancy Paper

11 Jesse Paper

The Committee grants the above Petitions 20 of Sept 1837

Looby Rogers CR

J. A. Bell
Joint Com.

To Committee

Nth Carolina
Petitions for
Reservations

Lepo Kapers
Reservation Claim

February 1839.

Sepe Papers. Reservation
Situated On the West side of
Ocolla river in Cossa Town
Cherokee County North Carolina



The amount of the Valuation of
the Reservation of 640 Acres $6507.50/100
Given under our hands this 25th day of
Feby 1829 —

James A Hoyle } Valuing Agents
Dillard

Date	No. of Reservation	Name	No. in Family	Residence
May 18, 1818	82	Jesse Roper, in right of Wife	9	Creek Town

Off Sup't Ch. Agency
March 27, 1838.

I certify that the above is a true copy of the entry of Jesse Roper, a life interest Reserve in right of Wife, as it is registered in the Book of Life Estate Reservations kept in this Office.

Jno.
Con. Rutherford Smith,
Sup't Ch. Agency
J. B. Nicholson

Jesse Roper Citizen of the united States having by honorable Marriage connected himself in right of his wife respectively entered into with the reservation of lands agreeably to the treaty with the Cherokees Concluded at the Cherokee Agency the 8 day of August 1817 to reside in the Cherokee Nation but at the same time to consider himself under the jurisdiction of the said United States and amenable to the laws of the said States in all cases civil and criminal

given under my hand & the seal of the Cherokee Agency this 18th day of May 1818.

Returned

Lisboa Bayuas
Corte Reales

In the Case of Thomas
& Lyles & Lyles

State of North Carolina } This day personally came John Standridge before me
Macon County } Drury Wells One of the acting Justices of the peace in and
for said County after being sworn according to Law deposeth and saith he
was present when the treaty of 1817 was concluded at the Cherokee Agency
to the Cherokees subsequent thereto and previous the time the treaty of
1819 was concluded deponent was on Hiwassee river above Thomas D
Lapers then lived. That they at that time occupied the same
lands they have since and now occupy and that they then inform-
ed him as well as many times since that they had claims to
reservations where they lived taken under the treaty of 1817
sworn to and subscribed before me this day
January 1858

D. Wells

his
John X Standridge
mark

North Carolina } I John Hall clerk of the Court of pleas
Macon County } & quarter Sessions for the County of Macon aforesaid
do hereby Certify that Drury Wells is, & has
been for one year and upwards) an acting Justice of the peace
in and for the County of Macon aforesaid, and that due
faith and Credit is and ought to be attached to all his
Registering as such

In testimony of which I have hereunto set
my hand as Clerk aforesaid, and have affixed the public
seal of my office
at office the 3 day of May 1858

John Hall clk

Deposition of
Lyd Ogden

State of N.C. } This day personally came Isps Roper
Macon County } before Me James Potter
an acting Justice of the Peace in and for said County of Macon
being sworn according to Law deposeth and saith he married
a native of the Cherokee Nation by the name of Polly daughter of Alex
ander M.c Daniel and in her right enrolled his name for
a reservation agreeable to the provisions of the Treaty of 1817 his right
to said reservation he has neither sold nor conveyed nor any part
thereof in any manner whatever. has continued to reside
thereon agreeable to what he conceives to be a compliance
with the stipulations of said Treaty. Sworn to and
subscribed before Me this 18th day of July 1838

James Potter JP

Isps his × Roper
Mark

North Carolina } I John Hall clerk of the Court of pleas
Macon County } + quarter Sessions for the County of Macon
aforesaid, do hereby Certify that Drury Mathis
is (one has been for one year and upwards, an acting Justice
of the peace in and for the County of Macon aforesaid, and
that due faith & credit is and ought to be attached to all
his Signatures as such.

In testimony of which I have hereunto set my
name as clerk aforesaid, and have affixed the public
seal of my Office
at office the 2ag of May 1838 John Hale Clk.

Letter Fairies Jun"
Deputation
Case of Thos. & Jos.
Papers reserved

State of Tennessee } This day personally came
Bradley County } John Shinn of Gilmer County
Georgia before me Wm. H. Strain acting Justice
after being sworn according to Law deposeth
and saith he is acquainted with Thomas & Ife
Harper who lived in the year 1818 that they then
occupied the same improvement they now occupy
On Hollala river Macon County N.C. believes they
have cultivated them every year since the above Dep.
deponent was acquainted with the wife of said
Harper who was reputed to be the daughter
of Alexander alias Daniel a native of
the Cherokee Nation sworn to and Subs
cribed before me this 14th day of May 1835

Wm. H. Strain
Justice of the peace

John Shinn

State of Tennessee } The day personally Came William Boling before me
Sumner County } Thos Wilson One of the Coun —
after being Duly Sworn according to Law deposeth and saith he was at Thomas
and Lyle Sapers Law settlement in the year of 1818 They then occupied
the improvement they now occupy & believes they resided there and
the first mentioned date above to and subscribed before me —
this 18th day of May 1835 Wm Boling

Th W Wilson
Clerk

Maria Bibiana de
Spinola
Leon Lavezzari

[redacted]ones Nicholson's

Affidavit

Respecting A. Rogers

Prosecution

State of N. Carolina }
Macon County } October 18th 1838.

This day appeared Amos Nicholson before me John Early acting Justice for said County, and being Duly Sworn according to Law Deposeth and Saith, that he is well acquainted with Jesse Keeper. That he has known him for many years, That he also is acquainted with the Reservation claimed by him on Valley River, in the County aforesaid, That he is now, and has been Living, on the Land from before the Treaty of 1819. That he was then, and still is, the head of an Indian family, And that he has never Sold the same, Nor any part thereof.

Deponant further Swears that he is in no wise Interested in the said Reservation.

Sworn to and Subscribed before me

John L Early JP

his
Amos X Nicholson
mark

Thomas Rapers
Affidavit
Respecting Lt Rapers
Reservation

State of N Carolina }
Macon County } October 18th 1838.

This day appeared Thomas Raper before
Me John S. Early acting Justice for
said county, and being Duly sworn acco
-rding to Law, Deposeth and Saith That
he is well acquainted with Lyte Raper.
that he is also acquainted with the Reser
-vation claimed by him on Nottly River
in the County aforesaid, That he is now
and has ever been living on the Land
from before the Treaty of 1819. and
that he was then, and still is, the
head of an Indian family. and that
he has never sold the same, nor
any part thereof.

Deponent further Swears that he is
in no wise Interested in the said
Reservation.

Sworn to and Subscribed before
Me
John S Early JP

Thos Raper

Certificate
of Joseph M.c Millan &
Jas. & Hamilton
relating agents
regulating character Trans-

Athens Georgia
18th January 1839 } The undersigned hereby certify in relation to the
Improvements under the provisions of the Cherokee Treaty of 29th Dec
1835 Their understanding of Cherokee Treaty was that they extended to the
extent of the Chiefs jurisdiction prevailing over the Nation and in many
instances to their knowledge extended over a section of country from
ten to twenty Miles in extent retaining the same mode to the extent
of the boundary and were so understood by the Cherokees.

J. W. McMillan
James A. Macon

Deposition of
Richard Hinson in the
Claim of Rogers.

Athens Tennessee } This day personally came Richard Henson of
} Macon County Mo before me Thomas M. Miller
a J. Com. after being sworn deposeth and saith he moved into the Cherokee
Nation when a boy nine years old (about the year 1807) lived near the mouth
of Peach Tree Creek a short distance above the which neighborhood he has since
lived with the exception of about fifteen years. Affiant is acquainted with Thomas
and Jesse Rapier who married daughters of Alexander McDaniel a Cherokee. Said
Rapiers moved to the places they now occupy on Hiwassee river about twenty two or
three years ago where he believes they have continued to reside up to the present
time when said Rapiers came there they were the heads of Cherokee families but
the number of their children at that time affiant does not recollect
Sworn to and Subscribed before me this 22d January 1839.

William Wilson acting
Hs Coccon

Richard Henson
mark

538
23
1816

Claim of Tepe Raper for compensation for a Reservation taken by him under the provisions of the Treaty of 1817 One a Location on the Territory Ceded by the Treaty of 1833

Be it known that Tepe Raper the Claimant does in right of his wife on the 18th day of May 1818 Register his name for a Reservation and Location the Same at his Residence in Cana town in the Territory Ceded by the Treaty of 1833 agreeably with the provisions of the Treaty of 1817 and from the Testimony of Elijah Sutton John Flanderings and others when Testimony is filed in this case it further appears that Tepe Raper was the head of an Indian family at the date of the Treaty of 1817 and with his family residing on Holly Town which appears from his location on said Town to be within Cana Town at which place he had at the time an improvement and on which he and his family has Continued to reside ever since

It therefore appears that Tepe Raper being the head of an Indian family and having an improvement and with his family residing on the same in the Cherokee nation East, at the date of the Treaty of 1817 ~~established~~ under which he took his Reservation ~~and~~ that the said Tepe Raper was entitled in right of his wife to take a reservation under the provisions of the said Treaty and that by having with his

continued to reside thereon
family up to the date of the Treaty of 1854 & when
the Territory on which he located his reservation
was terminated to the U. States he has complied
in all things with the stipulations of the Treaty a
under which he took his reservation

It is therefore the opinion of the commissioners
that the said Claimant is entitled to compensation
for his reservation agreeably to the provisions of the
13th Article of the Treaty of 1854 & viz the 3rd
Supplemental Article thereunto appended

Brief of the testimony
in Lyon Chapman case

Brief in the case of Lyon Roger.

Lyon Rogers deposition } doth be married a widow of the Choctaw Nation and in her right removed himself for a reservation under the provisions of the treaty of 1820. has not sold or conveyed it or any part thereof but has continued to reside thereon ever since to the present time.

Sterling Dr Rogers.

Thomas Rogers deposition } doth he is acquainted with Lyon Rogers also with the reservation claimed by him on Bottle river. That he is now and ever has been living on the land from before the treaty of 1820. Married and is the head of an Indian family. Has neither sold or conveyed it or any part thereof.

Eli Smith's deposition } saith he has been acquainted with Lyon Rogers for a number of years that he is now living on the land & reservation claiming. That he has been a resident of the Nation ever since he can remember. Claims a reservation on Bottle river about two miles below the mouth of Little river and has resided on the last mentioned river since the treaty of 1820.

Ann Fisher's deposition } doth she is well acquainted with Lyon Rogers also with the reservation claimed by him on Bottle river. That he is now and has been living before the treaty of 1820 on said reservation. That he was then and has ever since been the head of an Indian family has neither sold or conveyed any part thereof.

Lyon Rogers
Thomas Rogers
Eli Smith
Ann Fisher
Sworn to & subscribed before me this 30th January 1839

Evidence in the claims of Jesse Thomas Chapmans claims.

Jno Standridge } Says he was present when the treaty of 1817 was concluded. Subsequent thereto and previous to the conclusion of the treaty of 1819 he was on Scotts river where Thomas and Jesse Chapman lived they then occupied the same farms they had since and now occupy. And that they then informed him on as many times since that they had claims to the reservations which they had taken under the treaty of 1817.

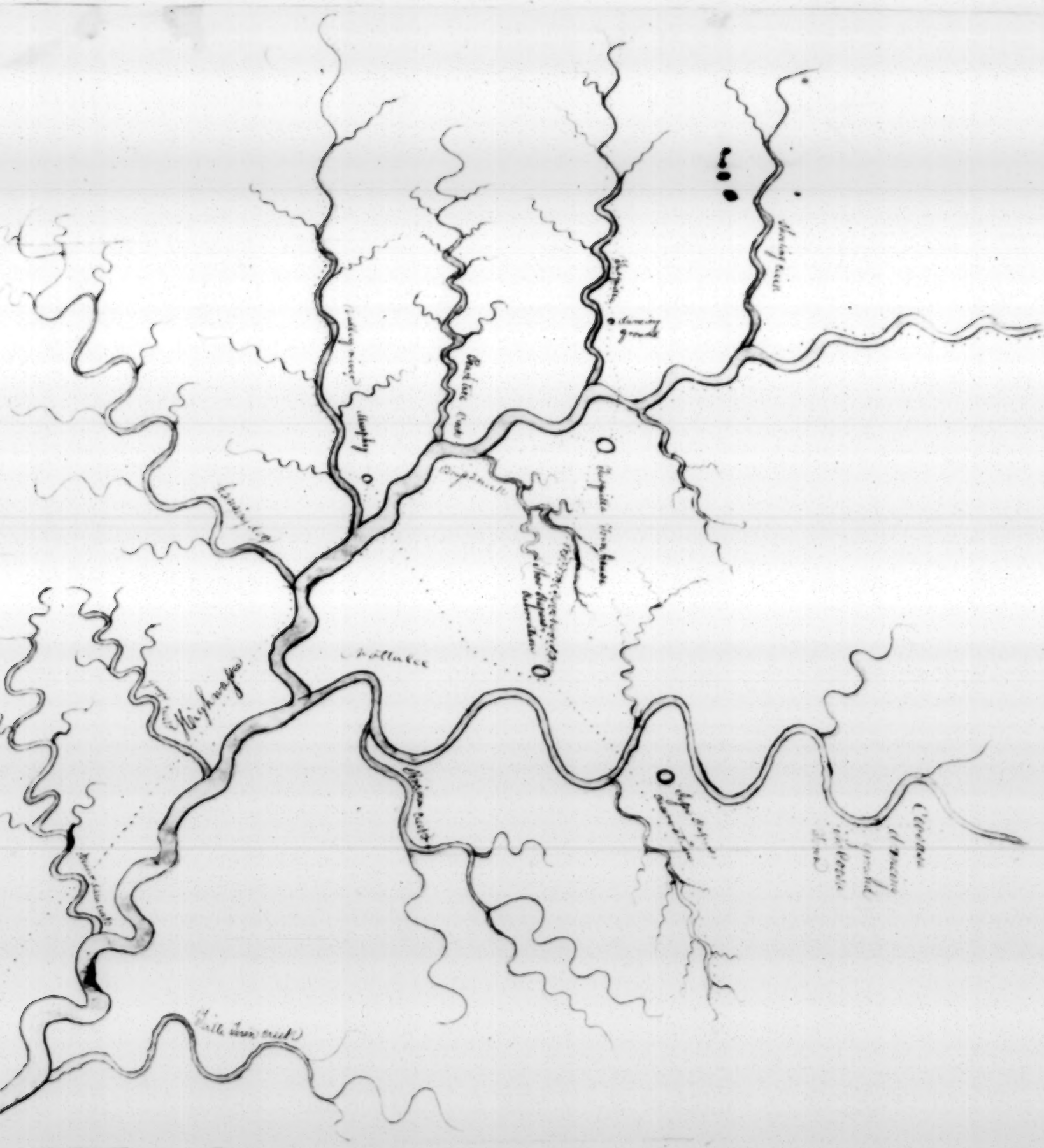
Richard Hanson } Says he was acquainted with Thomas and Jesse Chapman who married daughters of Alexander McDaniel deceased. That they moved to the places they now occupy on Scotts river in the year 1816 or 17. They were then the heads of therefore families.

Wm Hains Sen. } he was acquainted with Thomas and Jesse Chapman when they lived in the year 1818. They then occupied the same improvements they now occupy. believes they have cultivated them every year since.

Wm Boling } was at Thomas and Jesse Chapmans in the year 1818 they then occupied the same improvements they now occupy. believes they have resided there since the above date.

Hanson Dever surveyor } When surveying the Cherokee lands the certificates of the Chapmans were presented
State surveyor for Ms } him and agreeable to the information he received they had resided permanently
Ed McMillin } Thereon.
& Haines surveyor }

That the Cherokee lands extend from 10 to 20 miles in extent



369941-1

369941-2

369941 – 1

369941 – 2

The undesigned are acquainted with the section of country described on the attached map. and with the plats thereon designated and after examination thereof believe it as correct a description as could be given without an actual survey

26th January 1869.

David Taylor
G. F. Morris

Jos. M. McMillin
James A. Mains
Dillard Lowe

Map of Stanstead
County Que

Petition of
Lafe Raper

To the Hon Commissioners of the U.S.
acting under the provisions of the Cherokee treaty of 1835
Petition of Isso Raper

The undersigned petitioner respectfully represent that in the year 1815 he connected himself by marriage with a Cherokee woman daughter of Alexander McDaniel and in her right on the 18th day of May 1818 enrolled himself for a reservation agreeable to the provisions of the 8 art of the treaty of 1817 your petitioner was at that time the head of a Cherokee family 3 in number residing in the Cherokee Nation as represented by a certified Copy of his registry hereunto annexed. said reservation was located on Hiwassee river below Coosawatee and within the boundary of Lands reserved to the Cherokee Nation by the treaty of 1819 your petitioner has continued to reside on said reservation from the above date to the present time agreeable to what he conceived to be a compliance with the stipulations of the treaty of 1817 your petitioner has never sold conveyed or in any way disposed of said reservation or any part thereof your petitioner is informed by the 13 art of the late Cherokee treaty of 1835 his reservation was confirmed to him and he was entitled to receive a grant for the same but under the third supplementary article to said treaty a fund was provided to compensate your petitioner for the value of his said reservation to be in lieu of a title thereto your petitioner is willing to accept of said provision and to pay over to him of the value of said reservation relinquish to the United States his title for the same your petitioner is informed the State of North Carolina has made a survey of his reservation as represented by the plat and certificate of the Surveyor for the State hereunto annexed and that it will be sold by said State in September next your petitioner prays for a just compensation for the property required to be relinquished believing legislation will be promoted thereby and general good be the result and your petitioner as in duty bound will ever pray

Isso Raper
by his atto W. H. Thomas

APER, THOMAS

1612

Reservation

Thomas. Kaser

No. 102.

Allowed

90

Thomas Rogers
Petitioner pro
Jury for Division

No. 90

A Com

To the Hon Commissioners of the U S
acting under the provisions of the late Cherokee Treaty of 1835
Petition of Thomas Raper

The undersigned petitioner respectfully represent that in the year 1814 he connected himself by marriage with a Cherokee woman daughter of Alexander McDaniel and in her right on the 18th day of May 1818 enrolled himself for a reservation agreeable to the provisions of the 8 Art of the Cherokee Treaty of 1817 your petitioner was at that time the head of a Cherokee family 5 in number residing in the Cherokee Nation as represented by a certified copy of his registration hereunto annexed said reservation was located as nearly as may be to shew the bounding of lands reserved to the Cherokee nation by the treaty of 1819 your petitioner has continued to reside on said reservation since the above date agreeable to what he conceived to be a compliance with the stipulations of the treaty of 1817 your petitioner has never sold conveyed or in any way disposed of his said reservation or any part thereof your petitioner is informed by the 12 Art of the late Cherokee treaty of 1835 his reservation is confirmed to him and he was entitled to receive a grant for the same but under the third article of the supplement a fund was provided to compensate your petitioner for the value of his said reservation to be in lieu of a title thereto your petitioner is willing to accept of said provision and on payment to him of the value of said reservation relinquish to the united States his title for the same your petitioner is informed the State of North Carolina has made a survey of his reservation as represented by the plat and description of the surveyor for the State hereunto annexed and that it will be acted by said State on September next your petitioner prays for a Just compensation for the property required to be relinquished believing litigation and disputes thereby and your all good the result and your petitioner as in duty bound will ever pray —

Thomas Raper
by his atto W Thomas

Brief of the testimony in
Thomas Bagley's case

Evidence in Thos. Hapers claim.

Evidence respecting Jesse and Thomas Hapers claims jointly

Stephen Hambledge } says he was present when the treaty of 1817 was concluded & subsequent thereto and previous to that of 1819 was on Nottaka river where Thos and Jesse Haper then lived and they then occupied the same lands they have since and now occupy and that they then informed him as well as many times since that they had claims to reservations where they lived & so under the treaty of 1817.

Richard Stevens } says he was acquainted with Thos & Jesse Haper who married daughters of Archd & Daniel Cameron who moved to this place they now occupy on Nottaka in the year 1816 or 17. They were then the heads of Cherokee families

Wm Sims. } was acquainted with Thos & Jesse Hapers was where they lived in the year 1818 they then occupied the same improvements they now occupy believes they have cultivated them every year.

Wm Bolling } was at Thos and Jesse Hapers in the year 1818 when they occupied the same improvements they now occupy believes they have resided thereon since the above date

Reuben Dawson } When surveying the Cherokee lands the certificate certificates of the Hapers were presented to him and agreeable to the information he received they had resided permanently thereon.

Mr Mullins & Hoare's Certificate } That Cherokee towns extend from 10 to 20 miles in extent

Evidence in Thos. Hapers claim.

Deposition of Thos Haper } saith he married a native of the Cherokee nation enrolled himself for a reservation under the provisions of the treaty of 1817. has not sold or conveyed the title to his reservation or any part thereof. has continued to reside thereon agreable to the provisions of said treaty.

Evidence taken by authority of Commissioners

Ino Smith } says he was acquainted with Thos Haper knows he was the head of an Indian family prior and before the treaty of 1819 that he did at that time and ever since reside on Nottle river on & took a reservation but he understood it was on Shaquilla

Jesse Haper } Acquainted with Thos Hapers and with his reservation on Nottle river that he was the head of a Cherokee family at the date of his registration and was residing his reservation previous the treaty of 1819. has resided on the same up to the present period.

Elija Sutton } well acquainted with Thos Hapers reservation on Sutton river that he was the head of an Indian and family and resided on the place previous to treaty of 1819. has resided on it ever since.

Amos Nicholson } well acquainted with the reservation claimed by Thos Haper and believes that he was the head of an Indian family at the time of his registration. was residing on it previous the treaty of 1819 has resided on the same ever since

Examination Thos.
and Lefsy Hopson
Cause &c
16th Dec. of Jany
1839

Pours les Inclusions

Affidavit

Respecting Papers

Preservation

State of North Carolina
Macon County Oct. 18th 1838 } This day came
Amos Nicholson before me John L. Early an
acting Justice for said County and being
duly sworn as the law directs deposeth as follows Viz.
that he is well acquainted with the reservation
claimed by Thomas Raper situated on Nottley
river in said County; that said Raper was
the head of an Indian family at the time of
the registration of said reservation; that said
Raper was residing on said reservation previous
to the Treaty of 1819; & has resided on the same
up to the present period; & that the said Raper
has never sold the reservation by him claimed
or any part thereof. Deponent further states
that he is not in any way interested in said
reservation.

Sworn to and subscribed before me

John L Early J.P.

Amos his + Nicholson
mark

State of North Carolina }
Macon County Oct. 18th 1838 } This day appeared
Jesse Raper before me John S. Early an acting
Justice for said County and being duly sworn
as the law directs, deposeth as follows viz
That he is well acquainted with the reservation
claimed by Thomas Raper situated on Nottely
River in said County, that said Thomas Raper
was the head of an Indian family at the
time of the registration of said reservation, that
said Thomas Raper was residing on said reservation
previous to the Treaty of 1819 & has resided
on the same up to the present period, & that he
has not sold said reservation or any part thereof.
Deponent further states that he is in no way
interested in said reservation.
Sworn to and subscribed before me

John S Early J.P. Jesse his + Raper mark

Jesse Rapers's

Affidavit

Respecting Methodist

Persecution

State of North Carolina }
Macon County, Oct 19th 1838 } This day Come
Elijah Sutton, before Me. John S. Carley.
acting Justice for said County, and being
duly Sworn according to Law, Deposeth
and Saith, That he is well acquain
=ted with the Reservation Obtained by
Thomas Raper, on Nottly River, in the
County aforesaid, That Thomas Raper
was the head of an Indian family,
and Resided on the place previous to
the Treaty of 1819. That he has lived
on it ever Since, and that he has
never Sold, nor disposed off in any
way, the Said Reservation, or any part
thereof. Deponent further Swears, that
he is not interested in Said Reservation
in any way whatever.
Sworn to and Subscribed before
me Oct. 19th 1838.

Elijah Sutton.

John S Carley J.P.

Elijah Sellon's

Affidavit

respecting U. Rapers

Reservation

State of N. Carolina

Macon County } October 29th 1838.

John Smith, on the day above written
Come personally before me
Acting Justice for said County, and
being Duly Sworn according to Law
Deposeth and saith That he has been
acquainted with Thomas Raper for
Many years he knows him to have
been the head of an Indian family
from before the Treaty of 1819. and
that he did, at that time, and ever
since Live on Nottly River That he
took a Reservation, but Deponant under
stood it to ly on Tuscarora.
Deponent further saith that he is
in no way connected with T. Raper.
nor interested,
Sworn to and Subscribed before
the Date above

W. Elliot Edwards

his
John X Smith
Mark

Letter Written
by

Disputing That Paper
Resurrection

Thomas Hayes.
Certificate
of entitlement for preservation

Date	No. of Reserve	Name	No in Family	Residence
May 18. 1818	81	Thomas Raper in right of Wife	5	Tasquitak

Off Supt Ch Rems,
March 27. 1838

I certify that the above is a true copy of the entry of Thomas Raper, a life-interest Reserve, in right of Wife, as it is registered in the Book of Life Estate Reservations kept in this Office.

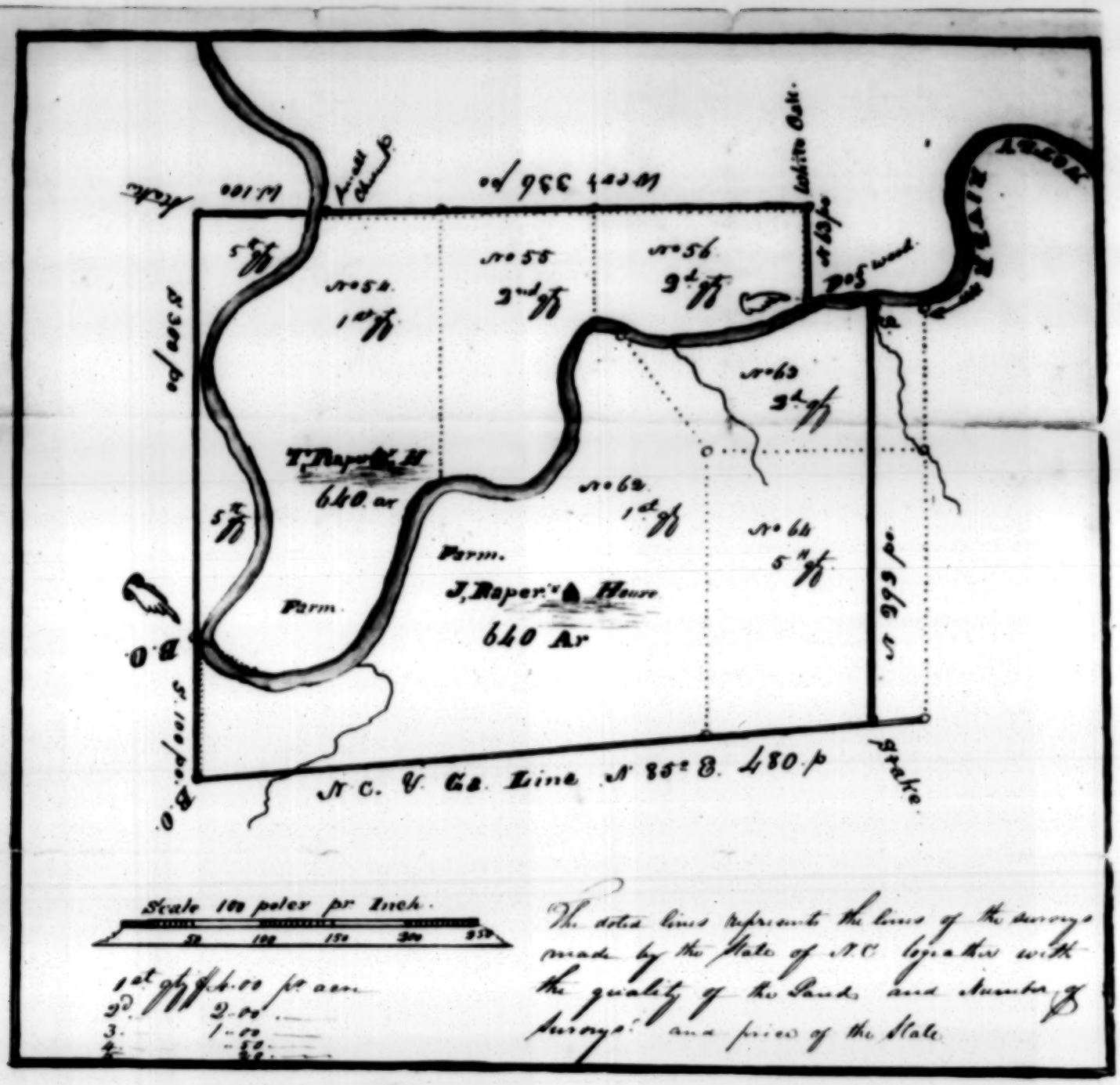
for
Gen. Nathl. Smith
Supt Ch Rems

State of Ala } This day personally Came Thomas Raper before me
Macon County } James Potter an acting Justice of the peace in and for
said County who after being Sworn according to Law deposeth and saith that
Married a native of the Cherokee Nation by the name of Katharine daughter of
Alexander M.c Daniel and in her right enrolled himself for reser-
-ation agreeable to the provisions of the Treaty of 1817 his right to
said reservation he has neither Sold or Conveyed or any part
thereof to any person nor has he removed therefrom but has
Continued to reside permanently thereon agreeable to what he Con-
-ceived to be the provisions of said Treaty Sworn to and
Subscribed before me this 18th July 1838

Thos Raper

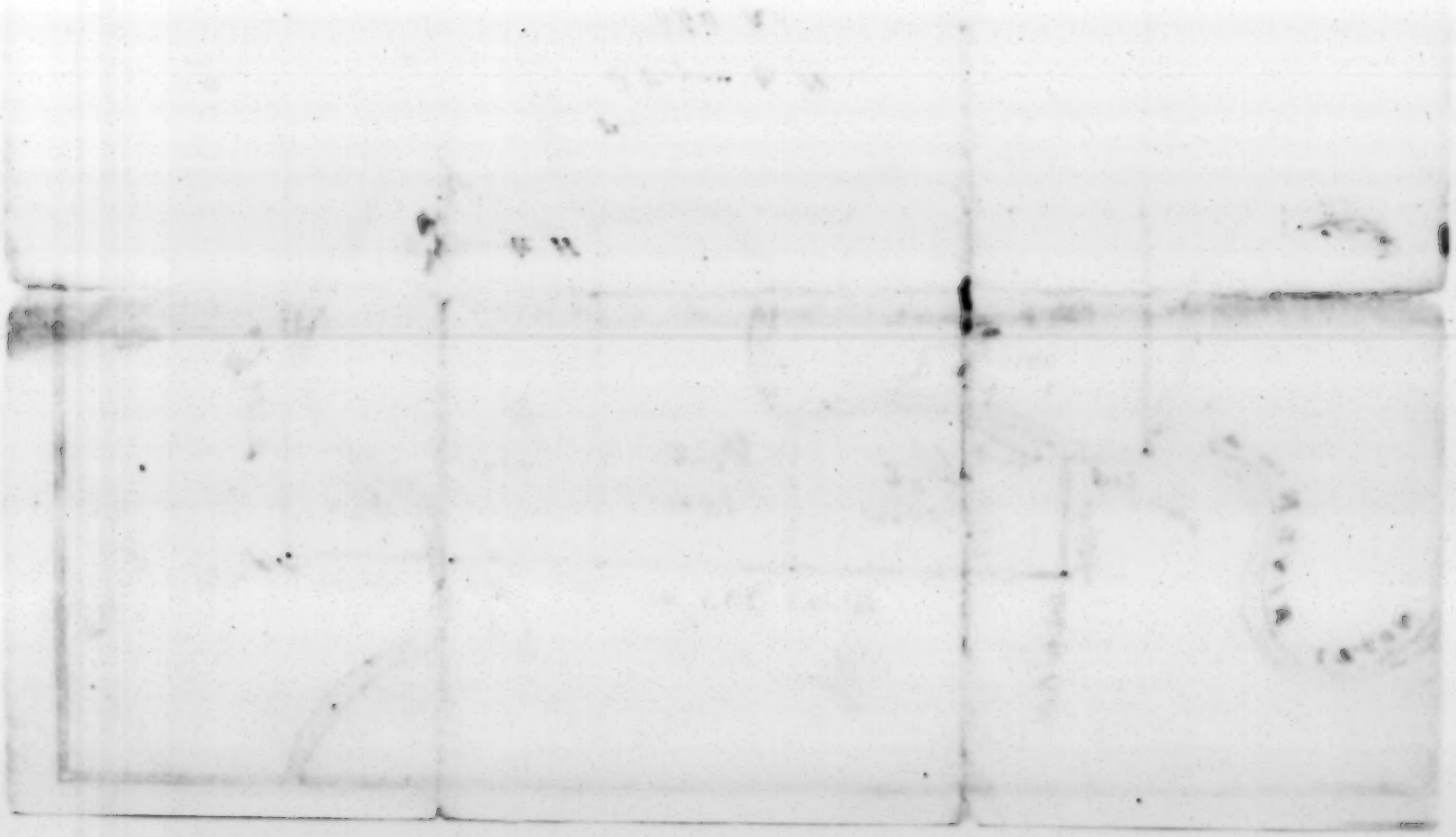
James Potter JP

Thos. Rapier
Superintendent,



I Reuben Deaver Principal Surveyor of the Cherokee Lands within the t. of Thomas Raper and Sofa Raper, presented to me, for Reservations, in Sept. of 1817 and agreable to their Certificates, bearing date the the only Reservations we were informed of while surveying said Permanantly thereon: I further Certify that the Land is surveyed Reserved, bounded mostly by the same lines, as represented

Survey of Thomas and
Jesse Rapers reservations



Thomas Raper Six hundred and forty Acres on Nolly River in the Cherokee County Beginning on a Dogwood on the N.E bank of the River runs North Sixty three poles to a White Oak thence West three hundred and thirty six poles to a small Chesnut On the bank of the River, same course croping the River One hundred poles to a Stake, then South three hundred poles to a Black Oak on the N.W bank of the river Beginning Corner of Sept. Raper, then with the meanders of the River croping the land to the beginning.

Sept. Raper Six hundred and forty Acres of Land on the South side of Nolly River in the Cherokee County Beginning on a Black Oak on the bank of the river runs South One hundred poles to a Black Oak on the North Carolina and Georgia line, thence with the same North 85° E. Four Hundred and Eighty poles to a Stake, thence North two hundred and Sixty two poles to a Stake on the river bank near a small branch, then down the meanders of the river to the beginning.

...mits of the State of North Carolina, Do Hereby Certify that the warrants Certificates for surveying the Cherokee County claiming their rights agreeable to the 8th of May 1818 and signed by Return J Meigs, And further that the lands for the State, where the Reserves has and continues to reside agreeable to the Act of Assembly for the State and also for the by the annexed plat. Given under my hand 1st November 1837.

Rec.d Deeds Gen.l of L.
N.C.

Thomas Rapier and Jesse Rapier Citizens of the United States having by honorable Marriage connected themselves with Cherokee Women and in right of their Wives respectively entered themselves for reservations of land agreably to the treaty with the Cherokees concluded at the Cherokee Agency the 8th. day of July 1817. have a right to reside in the Cherokee Nation: but at the same time to consider themselves under the protection of the said United States and amenable to the laws of the said States in all cases civil & criminal. _____

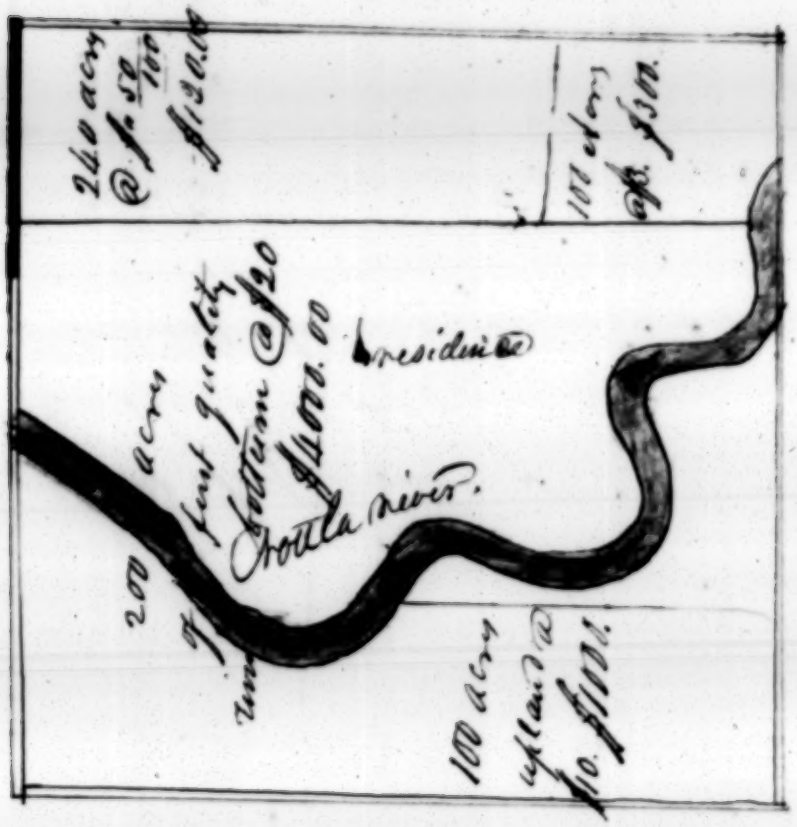
Given under my hand & the seal of the Cherokee Agency the 13th. day of May 1818. _____

Return Meigs

REPRODUCED AT THE NATIONAL ARCHIVES

Thos. Rapier's
Certificate

Shoma Papers, Reservations
On the East side of Stottla river
in Tesquatley town. Chenaha County N.B.



The Amount of the Valuation of a Reservation
of 640. acres $540.00 Given under
our hands this 25th day of Febry 1839

James A. Wilson
Dillon Lord
Valuers of Lands

Thomas Sapsey
(Decoration)

Gideon T. Morris being duly sworn, deposes and says that he is well acquainted with the geographical situation of Coosa town, as now considered, and the Tuisquittah Creek — that the first named Coosa town he understands is situate on Notley River, which river heads in Union County, Geo. and pass from thence into Macon Co. N.Ca — that Tuisquittah Creek heads in Nantayalah mountains, and runs a west course into the Nantayalah at what is called Tuisquitta Town, Macon Co. N.C.

Question. — How far from either of those places are the places claimed by the Papers as reservations. Answer — I do not know exactly, and I do not know the extent of Coosa town — they may have been within the limits of Coosa town as formerly considered. These places of the Papers lie about 16 miles from the mouth of Tuisquittah Ck in rather a westerly direction.

Quest. Are either of the Papers places in Tuisquittah town or on Tuisquittah Creek. Answer — No — they are, as I have said about 16 miles from the nearest part of the Creek, which is at the mouth, which is in Tuisquittah town.

And further this Deponent saith not.
Sworn to before
me, 16 Jan. 1838
Wm H. Wilson and
the Common
C J Morris

Richard Henson having heard the foregoing deposition, with the questions and answers, affirms the statements of Morris and states that he makes the same answers to the questions. His knowledge on the subject in question extends no further
Sworn to, before
me, 16 Jan 1838
Wm H Wilson one
of the Common
his
Richard D Henson
mark

Silas Perry has no knowledge of Observation whatever, in relation to the geographical situation of Tusquittah and the plan of the Raper, he confirms the statements of Witnesses Morris & Henson
Sworn to & subscribed
before me this 16th day
of January 1838
Wm H Wilson one
of the Common
Silas Perry

Claim of Thomas Raper for compensation for a
reservation taken by him under the Treaty of 1817 and
located upon the Territory ceded by the Treaty of 1835

In this it appears that Thomas Raper
died on the 18th day of May 1838 Alice in right of
his wife Register his name for a reservation and
located the same at his residence on Tuquetta which is situate
in the Territory surrendered to the United States
by the treaty of 1835. It further appears from the
testimony of John Smith, Tepe Raper, Elijah Sutton
& Amos Nicholson and others that the said Thomas
Raper was at the date of his registration the head
of an Indian family. That he resided at the time
and have an improvement on Nottly River and in
which with his family he continues to reside. Although
it appears that Thomas Raper located his reservation
at his residence in Tuquetta, and the testimony
shows that his residence was at the time and con-
tinues to be on Nottly River it is nevertheless shown
to the satisfaction of the Commissioners from the
Geography of the Country that although Tuquetta
Town house was some distance from Nottly River
yet the residence of Thomas Raper was within
the Jurisdictional limits of the Chief of Tuquetta
and by the usages and customs of the Cherokees are
considered as belonging to that town

REPRODUCED AT THE NATIONAL ARCHIVES

It therefore appearing that Thomas Napier was entitled under the provisions of the Treaty of 1837 to take a reservation and to locate it when he chose and that Lawrence in all things complied with the stipulations of the Treaty under which he took his reservation. The commissioners are of opinion that the said Thomas Napier is entitled to compensation for his reservation agreeably to the provisions of the 13th Article of Treaty of 1836 and the 3d Supplemental Article thereunto appended. And do hereby award and determine that the said Claim be allowed accordingly

SIGNATURE

No 28

Reservation

Sickatowee

No 30.

Disallowed

Seth Low
&
Wife Heirs
under the Laws of
1817 & 1819

Rejected

Disallowed

Decree written up

I faithfully interpretted the same to him and that he appeared fully to understand the contents thereof. In Testimony whereof I herewito set my hand and seal as Justice of the peace as aforesaid this 18th April 1838

J. W. Hayes J.P.

Samuel Gibson sworn that he was well acquainted with Sicke a towee when he resided on his reservation as by him described in his petition foregoing. that I was at the Land Sales made by the State about the year 1820 or thereabouts 1823 that the same reservation was offered for sale by the Commissioner of the State and bid for the same but that Selsy Lowe out bid me and it was knocked off to him and he took possession and that I believe that Sicka towee was forced out of possession as by him described and that he went off and had to camp over the River opposite. that I have seen Sicka towee's Certificate signed by R J Meigs Indian agent for his reservation. that I often tried to buy of Sicka towee his said Reservation but that he would not sell and that I do not believe that he was sold or that I should have had it. that I once went there and began to work but Sicka towee was dissatisfied and I quit and went off.

J. W. Hayes J.P. Samuel Gibson

I Jorge W Hays Justice of the peace for Haywood County State of North Carolina hereby certify that I duly swore Sickatowee to his the foregoing petition and that I also duly swore Samuel Gibson, to the above affidavit as made by him that I fully concur with him in the statement by him therein made for that he is a man of truth and good Reputation whom on oath that

sworn live in the neighborhood, and then lived, I lived in the neighborhood at the happening of the facts stated in the petition of Nicholas Long and do verily believe in the truth of his story as therein told as well as the affidavit of Samuel Gibson.

In testimony whereof I herunto set my hand and seal as justice of the peace this 19th April 1838

J. H. Hayes J.P.

State of North Carolina } I William Welch
Rowan County } Clerk of the Court of Pleas and Quarter Sessions for said County & State do hereby certify that J. H. Hayes who has sworn to the affidavit to the foregoing Petition and Samuel Gibson Esqr. to the foregoing affidavit is and was at the time of doing the same an acting Justice of the peace for the County of Rowan & that the same is done in due form of law and that due faith and credit ought to be given to the same and all of his official acts as a justice of the peace

In testimony whereof I herunto set my hand and seal of said Court at office this 21 April 1838.

Wm Welch Clk

P.S.

Nicholas Long, one of the Petitioners for Pension

The Court in this case think the applicant has proved a service of nine months as a Militia man in the Revolutionary war — He (Nicholas Long) is therefore entitled to a pension at the rate of $8 per month from the 4th of March 1831 according to the provisions of the act of the 7th June 1832

Chas. Ap. Wickham

State of North Carolina } The petition of Tuckatowee a citizen
Haywood County } of the Cherokee nation in the year 1819
now a citizen of the County of Haywood State of North
Carolina made so by the treaty of 1819. Respectfully repre-
sents to the Commissioner of the United States for adjusting
differences between the Cherokee & United States that in the
year 1819 he took a reservation for 640 acres of land
on Tuckaseegee River in the now County of Haywood
according to and in the time prescribed by the said
treaties that at the time of doing so he lived on
the reservation & had so done for many years. & that he
continued so to do up until 1828 or 1829 when he was
driven off by the whites
That in the year of 1820 the State Surveyed about 1820
his reservation and he was dispossessed by the whites
who have remained in possession ever since and that
one John Davidson is now in possession holding
under the State. That he has never sold and conveyed
his reservation or any part thereof or relinquished
for the same. That he is old & infirm & has memory bad
so that he cannot account for the loss of his certificate
given of registering his name for his reservation by the
Cherokee agent but he alledges that he applied for the same
and obtained it in due time
He therefore Prays your honor to adjudge to him
whatever he may be entitled to under existing treaties
He swears that the several matters and things that he
states of his own knowledge he knows to be true
and those not stated to be of his own knowledge
he believes to be true.
J. W. Thomas Jr.

Tuckatowee his X mark.

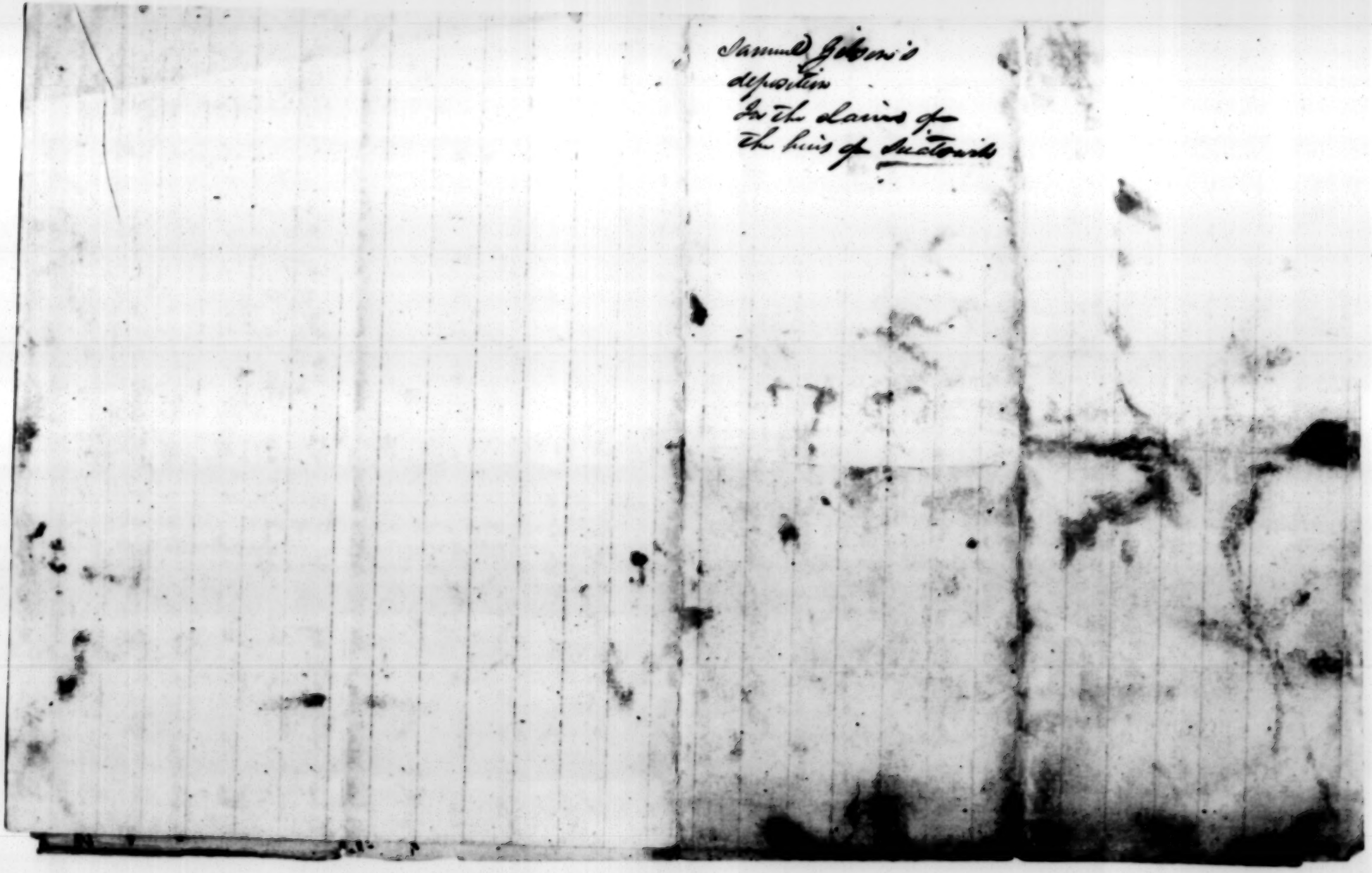
I Green M. Hays a Justice of the Peace for the County
of Haywood State of North Carolina do hereby certify that
Tuckatowee was duly sworn to the above petition that

State of N Carolina } This day personally came James Conley before me Jeffr. C. Patterson
Haywood County } One of the acting Justices of the Peace in and for said County
who after being Sworn according to Law deposeth and saith in the
year 1818. he became acquainted with a Cherokee Indian known by the name
of Sic a, Toy, Wa who at that time was reputed to be the head of an
Indian family and occupied a farm on Tuckasege river now owned
by John Davidson which was sold by the State in the fall of 1820
said Indian moved from there some time prior to the year 1821
Sworn to and subscribed before me this 25th October 1838

Attest
Jeffr. C. Patterson JP

James Conley

Las Cortes
Dispondrán respecto
de cualquiera
de ellas.


Samuel Gibson's
deposition
In the Cause of
the heirs of Deatons

State of Ohio Carolina } This day personally came before me
Wayne County } Levi Mingus one of the acting
Justices of the peace in and for said County Personally Likewise the
Respectable Citizen of said County who after Sworn according to
Law deposeth and saith he was acquainted with a Cherokee man
by the name of Nicatowich or Nordick, in the Spring of 1830. he then
lived at the old place where John Davidson now lives on Tuckaego
river in this County. Affiant applied at the time Stated to pur-
chase said Indians improvement, and informed him
that he designed purchasing it at the Sale to be held at
Waynesville in the ensuing fall. Said Indians there upon
went and Got his Certificate and asked affiant to read
it. stating at the same time the land was his and he
intended to Continues to reside on it. Affiant read the Certificate
which was he believes Signed by a man by the name of
Roberts. I. Mingus. said to be agent of the Cherokee nation.
and purported to be for a Reservation of 640 acres
of lands where said Indians lived Granted him under
the treaty of 1819. as affiant understood it. Affiant
had commenced work at the land Claimed by the Indi-
-an and he was so well Satisfied that he had Location and
Reservation there after examining his Certificate
that affiant stopped work and left the place
In a short time afterwards said Indians
house was Burnt which was said to have been
Set on fire by a white man by the name of

Creek Town who took possession and the chiefs and
his family moved across the Tukabatchee river and lived
in a camp. in sight of where he had formerly
lived. but afterwards moved to the nation. The
said reservation was located upon the boundary
called under the treaty of 1832. Said Tiashastee
Emathla, died at Creeks Town some two or three
years ago and left two children. Tennie & Lydia
Officient- is satisfied and that they now reside
in Creeks Town. Sworn to and subscribed before me
June. 26 1843, Samuel Gibson

Jno. Mingus JP

Claim of
the heirs of
Richard
to the value
of a Reservation

1841

Of the Com. of the 25.
acting under the 17th
article of the treaty of 1835.

The Children of
Sua-tow-ish or Ottowish.-
Claim the valued reservation Granted him under the Chowdan treaties of 1817. 819, Containing 640 acres located on Tuckaseegee river-
Where John Davidson lives
in Macon Co NC.
The evidence will be filed with the Memorial also- the names of the heirs. June 16. 1843

John Ouatowish or
Tunish -

By W H Thomas
Atto in fact

SIX KILLER

457

Reservation

Sir Killer

No 57 570

Disallowed

3

Evidence of
John Rider in
Buckille's case

Churchill Atto

State of Tennessee
Blount County } I John Rider a citizen
of Blount County ~~County~~ do hereby Certify
~~that~~ I was well acquainted with Sire Killer
a Cherokee Indian he lived in Little Tellico
in the year 1817-1819 untitle the 1st of
1818
the year 1820- Left the county then
and I know no more of him ~~He~~
took a Reservation there but had to
leave it
John Rider
July 10th 1837-

Case of Evans
appeal in
Sir Richard's case

State of Georgia
Cass County

Personally appeared before me John Kenedy one of the Commissioners under the late Treaty with the Cherokees - Caleb Starr - and made oath that he was well acquainted with Lisc Killer a Cherokee he was the head of an Indian family - lived on Little Tellico River for a long time - He took a Reservation under the treaty of 1817 & 1819 lived on Hiwassee after the land sales, the State sold his land at the land sales & he was compelled to go off - I never heard of Lisc Killer selling his Reservation -

Caleb Starr

Sworn to & subscribed
before me Sept 13th 35
John Kenedy
Justice of the Cass

Jas Stans
affdt in
Fire Killens
Case

Dismissed

Decree Written up

No 18.

Reported 14th January
1839

State of Tennessee } Personally appeared before
Lp County } me, James Starr & made
oath that he was well acquainted with a
Cherokee called Lisckiller who lived on
Little Tellico River he took a Reservation
under the Treaties of 1817 & 1819 - and lived
on it untill about the Land Sales or after
some white man, scared him off the
land The State sold it, and the Indian
got nothing not even pay for his improve
ments - I never heard & do not believe
he ever sold his Reservation -

Sworn to & subscribed
Before me this 13th September
1837 - } his
James + Starr
mark

I saw James Starr make his mark. & the court
before the Commissioners to swear to sevral affida
-vits, & this was omitted to be sworn to by my mistake
in picking up the paper supposing it had been done
I feel it due to say this much as it was my mistake
& my client ought not to suffer by it - See Jas Starrs
affidavit in Katy Hawkins case of same date & this
is same ink &c —— R McClenachan

December 2nd 1837 -

Date	No. of Reserve	Name	No. in Family	Residence.
1819 Sep. 6.	270	Six Killer	6	On Tennessee

Office Supt. Creek
Dec. 4. 1837

I Certify that the above is a true Copy of the entry of Six Killer, a life Interest Reserve as it is entered on the Register of Life Estate Reservations kept in this Office.

for Genl. Smith Supt. Creek
A. P. Chapel

Hannah Hadden No 106
Allen B Grable 140

5

Certificate

of

Lis Pendens

20 de Octubre 1828 - Sixto Villca procedente de Chuquisaca - Empadronado = No 8 =

12 de Febrero 1832 = No 123 = Empadronado

1,2

616
1,2,12

Smith, Polly

#27

Reservation

Polly Smith

No 27.

Disallowed.

Polly Smith &c. &c.

Copy of

Registration for a

Reservation

(Polly Smith

No. 34

Disallowed.

(Decree Written up)

Register of persons who wish reservations under the
the treaty of July 8th 1817.

Date	No of Reservation	Names	No in Family	Place of Residence	Remarks
1819					
Aug 15	247	Polly Smith s/a native	7	Between 383 miles below Sams Gunters, on Lick Creek	

I certify that the foregoing is a true copy of the registration of Polly Smith a native for a reservation on the Register of life estate reservations under the treaties with the Cherokees of 1817 & 1819 Now in the office of the Cherokee Agency East

Cherokee Agency East
January 5 1837.

By G.W. Currey Actg
Agent for the Cherokees

State of Alabama
Jackson County

Personally appeared before me George Cay an acting Justice of the peace in and for said County of Jackson William Smith who being duly sworn deposeth and sayeth that about the year of our Lord one thousand eight hundred and ~~thirty~~ nineteen he became acquainted with Polly Smith a Cherokee who now sets up claim to one hundred and forty acres of land ceded to her by virtue of a treaty made between the United States and the Cherokee nation of Indians in the years 1817 and 1819 Section 13. Township 7. Range 3. East of the Meridian

Witness further states that at the time that he was informed and believes that the said Polly went to the agency to lay claims to said Section She had no improvement on said section and that She never had had any improvement or lived on said section.

Witness further states that at the time Polly Smith Should have taken said reservation that he knew of no person living on said section but a white man by the name of Gilbreath Barton nor does he believe that any other person ever had lived on said section

his
William Smith
mark

Sworn to and subscribed
before me the 2nd August 1830
George Cay J.P. S.C. Ala

State of Alabama } I Richard B Clayton Clerk of the County
Jackson County } S Court of the said County of Jackson
do certify that George Day whose name appears subscribed
to the within certificate is and was at the time of subscribing
the same an acting Justice of the peace in and for the said
County of Jackson duly commissioned and qualified as such
and full faith and credit as such

In Testimony whereof I have hereunto subscribed my name and affixed my seal of office at office
the 4th day of August in the year of
our Lord one Thousand eight hundred
and Thirty

R B Clayton Clerk P C

William Lewis Clerk
Polly Lewis Deputy

State of Alabama } I William L. Compton Judge of the County
Jackson County } S Court in and for said County of Jackson
do hereby certify that Richard B. Clayton whose name ap-
pears to the foregoing certificate is and was at the time of
his signing the same clerk of our said County Court
of Jackson County that his certificate is in due form
of Law and that full faith & credit is & ought to be
given to all his official acts as such Given under my
hand & seal this 4th day of August 1830

Wm L. Compton Judge
Judge Jackson Cty Ct

State of Alabama } Personally appeared before
Jackson County } me William H. Crabtree
an acting Justice of the Peace in and for said
County of Jackson Hillcreath Barton and after
being Sworn deposith and saith that he settled
on the [redacted] 15 Section Township 7 Range 5 East
know Claim By Polly Smith as a Reserve they
Deponent States that he Settle on the same place
in the year 1819 that there was no improvement made
on the said place but By one Brayan had Claim
about 8 or 10 Acres and lived in a camp he the said
Brayan was a white man nor did he know of any
Claim for the said place But Alex Mc Coy the
said he would take a Reserve if this Deponent did
not pay him 200 hundrid Dollars Which he would not
there never was a improvement made on the said place
By any Cherokee or any Body day Claim but this
Deponent Settled on the said place But By
Brayan and him Self til the Spring of 1820 Polly
Smith Come and said She had taking a reserve of
640 Acars and built a small place of hickory poles
and with them together and Stade 2 or 3 Peaks in it
and then [redacted] without any provocation or threats
in any Manner of this Deponent that in the fall of 1820
this Deponent was taking By Capt Call of the U S army
and Bound to appear Before his honr Jug Clay
[redacted] this Deponent did appear and met
Col H Williams Sub Agent for the Cherokee at
Hunts ville Capt Call had left there and gon
to Nashville as this Deponent understood for fear
of Being Sude for taking this Deponent Col H Williams
Sub Agent sent [redacted] this Deponent to Jug
Clay and Stated that Polly Smith had no Rite
to the Reserve and man this Deponent Please
his honr Jug Clay would not act on in nother way
but By a Rit of Habis Corpus this Deponent
did Sue to Col H Mc Clung and got a writ of Habis Corpus
and was Set at Liberty on the grounds that the said
Polly Smith had no Rite or if She had it were not the
place it Called for the Pick Branch and it was
not within a mile of the place where this Deponent
had Settled

this Deponent [illegible] on the 4th of August about the
year of 1826 and never heard of Polly Clanton for
the last 4 years one or two years after the [illegible] the said
John he the Deponent understood that from time
Speculators had Rented the said Rite of Polly Smith
and was gone to Contend for them she had been in
Tennessee this Deponent came to Alabama in the year
1818 Settled on the South side of Tennessee River and
knew the said Polly Smith and that she lived on
the N Side of the river and [illegible] always made that Side
her home ever since I knew the Corps make that she
lived in the hole time

Sworn to and Subscribed
before me this 3d Aug 1830
Wm H. Wheeler J P [illegible]
Justice of the Peace
for the County of Jackson

Gilbreath Barton

State of Alabama } I Richard B. Clayton clerk of the
Jackson County } County Court in and for said County
do hereby certify that William H. Wheeler whose name
appears to the foregoing certificate is and was at the time
of his signing the same ~~clerk of said~~ an acting
justice of the peace in and for the County of Jackson duly
commissioned & sworn and that full faith ought to be given
to all his acts as such. ~~Given under my hand & seal~~ ~~this 4th day of August 1830~~ Given under my hand & private
seal there being no seal of office at office
this 4th day of August 1830

R B Clayton Clerk &c

Gilbreath Barton
Polly
Smith

State of Alabama } I William H. Compton Judge of the County Court
Jackson County } in and for said County do hereby certify that
Richard B. Clayton whose name appears to the foregoing certificate
and was at the time of his signing the same clerk of our said
County Court of Jackson County that his certificate is in due form
of law and that full faith and credit is and ought to be given to
all his official acts as such. Given under my hand and seal this
4th day of August 1830

Wm H. Compton
Judge of the County Court
of Jackson County

State of Alabama } Personally appeared
Jackson County } before me William H.
E Wheeler an acting Justice of the peace
in and for said County of Jackson
Booker Smith, and after being sworn
deposeth and sayeth, that he was frequent-
ly at Gunters Landing in the year 1819
on business, and that he was generally
acquainted with the Indians in the vicinity
of that place. And when the Indians were
going to the Agency to locate their Reserva-
a Cherokee Woman by the name of
Polly Smith told him that she intended to
take a Reserve, and wanted his
advice in that matter, he told her as
she lived on the South side of the Tennes-
see River at the time the treaty was made,
that he thought it quite doubtful
agreeably to the provisions of the Treaties
granting them that privilege, whether
she would be allowed to locate any
land. She said others she had consulted
had told her she had a right to locate
a Section of land. he then told her that
if she had any place that she had
previously held a Claim to she would
do right in taking that, as his was a
doubtful Case and that it would
be unfriendly, and highly improper
in her to interfere with, and interrupt

any White man that had been at the trouble and expence of making a Settlement on the ceded Territory; that the Cherokees ought to cultivate the good will and friendship of the white people, and that the white people should on their part be just to them. She said She would not interfere with any means improvements, that She had been Encamped in Honey comb valley that no other person had ever had any claim to but herself, and that She would locate that Place after her return from the Agency she met her near Gunters Landing and She then informed him that She had located the improvement made by Gilbreath Barton Esqr. that she had acted very wrong in so, that it was an act of weakness in her that She ought to be ashamed of that Barton was a friendly good man and by such Conduct the Cherokees would get the ill will & ill will of white men. She seemed much offended at what he said, and told him that She would not have located that place if She had not been influenced by one Alexander M'Coy a Son in Law of John Gunter Senr. She has frequently seen Polly Smith at John Gunters and

other pleas sued, and for several years had supposed she had intirely abandoned all claims to the aforesaid pleas.

She knows that Polly lived at the time the Treaty was made on the land now claimed by the Cherokees and has lived there ever since.

Questioned as to the rumors & reports that Polly Smith was driven off the land by Yellowhair Barton Gillis he says that he lived in the Neighborhood of the pleas and that he never heard of it until several years after the treaty was alledged that it happened.

Booker Smith

Sworn to and subscribed before me this 21st July 1830

Thos. H. Miller Jl. P. Chas. Justice of the Peace for said County

State of Alabama
Jackson County

I Richard B Clayton Clerk of the County Court for the said County of Jackson do Certify that Wm N E Whitter whose name appears to the within Certificate is and was at the time of his subscribing the same an acting Justice of the peace in and for the said County of Jackson duly Commissioned and qualified and that full faith and Credit should be given to his acts as such

In testimony whereof I have hereunto subscribed my name and affixed my private seal there being no seal of office, at office this 4th day of August in the year of our Lord one thousand eight hundred and thirty and of the American Independance the fifty fifth year

R B Clayton Clerk &c

State of Alabama
Jackson County

I Williams N. Compton Judge of the County court in and for said County of Jackson and do hereby certify that Richard B. Clayton whose name appears to the foregoing certificate is and was at the time of his signing the same clerk of our said County court of Jackson County that his certificate is in due form of law and that full faith & credit is & ought to be given to all his official acts as such Given under my hand & seal this 4th day of August 1830

Wm N. Compton Seal
Judge Jackson Cty Court

Recorded Aug 4th 1830
Polly Smith Register

The State of Alabama } March 5th 1831
Jackson County } This day personally appeared
before me Wm H. Wheeler an acting justice of
the peace in and for said county Polly Wheeler
who after being duley sworn deposeth and
saith that My Father Gilbreath Barton
Settled on the place now Claimed by Polly
Smith as a reservation, ~~[illegible]~~ twelve
years ago She at that time had no improv
-ement on the place, and I knew of no dwelling
home She had at any place, but ~~[illegible]~~
~~[illegible]~~ my first Acquaintance with
her, She made a small house out of poles
and tied it up with whiteoak Splits and
She and her son lived in it a short time
Something like two or three weeks and then
Moved away and left the place of her own
accord as far I as ever known, nor I never
heard of any threats made by any persons
that lived there during the time She staid
there, or afterwards, and Since her abandon
-ment She has never occupied the place
either by herself or agent, as I know of

Sworn to and Subscribed before Me this 5th day of March 1831
Wm H. Wheeler J.P. Seal
Justice of the peace

Mary W Wheeler

State of Alabama } This day personally appears
Jackson County } before Me Wm H. Wheeler an
acting Justice of the peace in and for
said County L. D. Bostwick who after being
duly Sworn deposeth and Saith that he
hath had a small acquaintance with
Polly Smith for Something like ten or twelve

years and also with the place claimed by her
as a reservation he states that he hath
no recollection of ever seeing her on
the place claimed by her that she resided
on the South side of the Tennessee
River in the Cherokee Nation
and "have" since my small acquaintance
with her have become well acquainted
with Mr Barton who lived on the
place about the same time, and in
Conversation with Mr Barton he stated
to me that Polly Smith had put up
a Claim to that place as a reserva-
tion and said that he thought it
was too Late and that I never heard
any threats made about her, respecting
the reservation and she has never had
it in possession by her self or agent
for the last ten years. and the place
claimed by her is not more than one
half Mile from the place said to be
taken by Thomas Harrison

Sworn to and Subscribed before me this 5th day of March 1834

Jno. E. Wheeler Clk Ct

Master of the Place

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State of Alabama } This day before me
Jackson County } Wm P. Whitler a justice
of the Peace in and for said County personal
-ly appeard William Smith who after being
duly Sworn deposeth and saith that he
in the year of 1819 become acquainted
with Polly Smith who lived at John
Gunters Ferry on the North side of the Tenne
-see River and I am well acquainted with
the place where it is said She took her
reservation and that She had no improve
-ment on that place when She went to
the agent to get her certificate that
Abraham Davis his Countryman come to his
house and Wished him to go with him
to the Same place which was called the
Coal Spring, he Stated it was too late
to take a reservation, but that he had
furnished her a horse, and She was to
give him part of the prophit but he
had doupts that it was too late to take
a reservation, and this place was
Claimed by a Mr. Alexander McCoy who
was a native of the Cherokee Nation
Who lived on the South Side of the
Tennessee River. Tho he had no improve
-ment on the place but Claimed the
Spring and Sold it to Mr William D
Gaines for fifty dollars, and that Polly
Smith put up no Claim there until it
was settled by White men by a Mr

Brazeer and a Mr Barton that I never knew of Polly Smith renting or holding possession by herself or agent that she now resides on the South side of the Tennessee River and has ever since directly after the Treaty This plan is called the Cacas Spring & is not more than half mile from the plan Claimed by Thomas Harrison

William X Smith
mark

Witness Reuben Pickett
Alexander McCalister
Polly Smith Relict

Sworn to and Subscribed before me this 5th day of March 1831

Jno H. C. Wheeler J P Dec

Justice of the peace

3

State of Alabama } I Richard Blelaylock Clerk
Jackson County } of the County Court for the said County of Jackson and State aforesaid do hereby Certify that Jno H C Wheeler whose name appears subscribed to the foregoing Certificate is and was at the time of subscribing the same an acting Justice of the Peace for the said County of Jackson and State aforesaid duly Commissioned and qualified And that full faith and Credit should be given to all his acts as such

In testimony whereof I have hereunto subscribed my name and affixed my Private Seal of office there being no Seal of office or office in Billyous this 7th of March 1831

R Blelaylock Clerk PC

State of Alabama } This day personally appeared
Jackson County } before me Wm H.C. Wheeler
an acting Justice of the peace in and for said
County Broker Smith who after being duly
deposeth and saith. That to the best of his
recollection he saw Polly Smith a Cherokee
Woman at the Store of Alexander Gilbreath
in the Cherokee Nation, and sold her some
articles of merchandize, which She said She
needed to equip her for a Journey to the
Cherokee Agency in order to locate a Reservation
of land, and to the best of his recollection
it was in the Summer or fall of the year 1819. This
deponent enquired of her what plan
She intended to locate: and from a motive
entirely friendly, told her that he entertained a doubt
whether She had a right to a reservation.
but told her if there was any plan on
the Ceded boundary that She had ever
had a Claim to, to locate it, as the
terms of the treaty were such that She
could not hold any other plan than one
that She had, had a previous Claim to, and
further stated to her his belief that the
articles of the treaty he did not believe that
the Indians on the South side of the Tennessee
river had any right to enter a reservation

at all, as from the genral impression made
on his mind it was only intended to embrace
the cases of the Indians who resided at the
time the treaty was made upon the ceded
territory, and not intended at all
for the benefit of the Cherokees in general
as by that liberty they might again
occupy all the land they had granted
to the United States; and in a friendly
manner advised her to confine herself to
some place she had previously occupied.
She stated to this deponent that she had
a Sugar Camp in the Hannycomb Valley
and that it was her intention to locate
that place, and no other. Some short time
after her return from the Agency this
deponent met the said Polly Smith in
Company with other Indians. and she
informed him that she had entered
a place which Gilbreath Barton Esqr
had improved some miles as he believes
from the one he understood from her she
intended to enter. He expressed his
surprise at her Conduct, and told her
that she had acted dishonestly in doing
so, and that she knew that she had
treated Mr Barton very ill, and that

she would Cause all good white men to be enemies to her Country; that she knew from her former Confession to me that she had never lived on that land and of Course had no right to enter it.— She appeared to be a good deal embarrassed and said She was advised to that Course by Alexander McCoy a half breed Cherokee Indian, and further Stated that she had never lived on that plan, and that if it had not been for the persuasions of said McCoy She would not have entered that plan at all. This deponent further States that he never knew of the Said Polly Smith living on the above reservation herself or of her having any other person living there as her agent. This deponent further States that Polly Smith at the time of this business lived on the South of the Tennessee river, and that he never knew of her living either before or after the abovementioned treaty on the territory Ceded by the Cherokees to the United States, but always lived among the Cherokees and in the Country Claimed by them.

Booker Smith

Sworn to and Subscribed before me
This 5th day of March 1831
Henry H. Chunn a justice of the Peace

Mr Bledsoe
Letters Testamentary
Polly Smith
Recorded

Books Smiths Estate
Polly Smith Admrx

State of Alabama } I Richard Bledsoe Clerk of the County
Dallas County } Court for the said County of Dallas
and State aforesaid do hereby Certify that Wm H E Wheeler
whose Name appears Subscribed to the within Certificate
is and was at the time of Subscribing the same one Justice
of the Peace in and for the said County of Dallas and
State aforesaid duly Commissioned and qualified and that
full faith and credit is and should be given to all his
acts as such

In testimony whereof I have hereunto Subscribed
my Name and affixed my Private
Seal of office there being no Seal of office
at office in Billyeu This 7th day March
1831

R Bledsoe Clerk &c

Jackson County
State of Allabama } Mrs Polly Smith you
are hereby Notified to attend at the dwelling House
of W.m H. E Wheeler an acting Justice of the peace
and for the County of Jackson on Saturday the fifth
day of this inst then and there to take the depositions
of Booker Smith Gilbreath Baton William Smith
Jane Edwards Abram Davis David Burkart
and Polly Wheeler. Respecting your Right of Reser
vation if any you have to Section thirteen and
in Town Ship Seven and Rang. three East as per the
accompt of this Section this
proceeding to prove your abondonment
of this Section and our Right of Occupancy on
that day together with the Illegality of your
Claim as Required
4th March 1831

James Boyd
Mark J Dawell
William Word
David Hodges

State of Alabama } Personally appeared
Madison County } Hugh Henry before
me William Parker an acting Justice
of the peace in & for the said County of Madi-
son, who being first duly sworn deposeth
that early in the morning of the fourth
day of this month he delivered to Polly
Smith whom name is mentioned above
a copy of the above notice, at the same
time explaining it truly to her but sup-
onent left said copy with her at the place
of her residence which is not more than three
and a half miles from the dwelling house
of Wm H E Wheeler Esq whose name is men
tioned in the notice above - that the deponent

of Brooks Smith, Wm Smith, David Burkett & Polly Wheeler were taken on the fifth of this month at the said dwelling house of said W. H. E. Wheeler, commencing at about 11 o'clock A. M. on that day & ending near sundown.

Hugh Henry

Sworn to & subscribed before me this 9th March 1831. Wm Barker J.P.C.

March 4th 1831

I do hereby Certify that I Served a Copy of the within Notice on Polly Smith and that She lives not Exceeding three miles and about from Esq. Wheelers House

Hugh Henry

State of Alabama } In the County Court of said County
Madison County } to wit: Wm Barker, before whom the foregoing affidavit was sworn, do now and ward the rate of the same as acting Justice of the Peace in and for said county duly commissioned and sworn and that is full faith and credit are due to his official acts as such.

In Testimony whereof I have hereunto subscribed my name and affixed the seal of Office at Office in Huntsville, this 9th day of March A.D. 1831 and of American Independence the 55th year.

Wm Brandon

COURT ALABAMA MADISON

Copy of Notice Served on Polly Smith

State of Alabama } The day personaly
Chambers County } appeared before
James McKee an acting
Justice of the Peace in and
for said County, Hugh Henry
who after being duly sworn according
to Law deposeth and sayeth
that his first acquaintance with Dolly
Smith a native of the Cherokee Nation
was in April 1820. At the said Dolly
Smith's then Living in the Cherokee Nation
South of the Tenessee River —

Sometime after I became acquainted
with her as well as memory serves me
in the year 1824 She came to me with
an interpreter and Through the interpretation
of him I thought I her revocation
would not hold Good — which was
about the first I knew of her claiming
a Reserve — I replied to her if she had
taken her reserve When she Lived —
and taken it in Good time as others
had I Explaind all women had Good
that was properly taken but told me
she had taken the place where Mr. Barton
then Living and her people told her they
thought she could hold it same as any
the Natives then She had given up the

[illegible] [illegible] [illegible] Got her certificate
after she Got her [illegible] her certificate & she
went to build her a house on the
place & she told me Mr Barton
appeared to be angry with her & he
told her that he had bought that place
and she might to have taken her things
when she was coming and if she had
a mind to take it & reserve the place
better take it down when I
understood from her she stayed two
or three weeks till she came to her own
side again [illegible] [illegible]

And deponent further say[illegible] that
[illegible] she the said Polly with man[illegible]
Living and has lived ever since
my first acquaintance with her
at the South of the Tennessee River
nor has ever occupied this
this reserve which is known by Section
13 Township 7 Range 3 East of the Basis
Meridian of Huntsville

Sworn to and subscribed
before me this 8th March 1831

Hugh Henry

James Walker J.P.

State of Alabama } I Thomas Brandon Clerk of
Madison County } the County Court of said County,
do certify that Simon Walker, before whom the foregoing
affidavit was sworn, is now and was, at the date of the
same a Justice of the Peace in and for said County, duly
commissioned and sworn and that full faith and credit
are due to all his official acts as such

In Testimony whereof I have hereunto set
my hand and affixed the seal
of Office, at Office, in Huntsville this 8th
day of March A.D. Eighteen hundred
Seventy one and of Independence the
one hundred fifth year

Thos Brandon

Papers relative to
Polly Smith's Reserve

Hugh Henry's depos.
relative to Polly Smith's
Reserve

I do hereby certify that I handed a true copy
of the same to the within named persons
April 15th 1835 Jeremiah Tidwell

Notice
James Boggs
Mark A Tidwell
William Howes
Daniel Boggs

State of alabama
Jackson County } Messrs. James Boggs Mark S. Lowell
William Ford & Daniel Stodges

You are hereby notified to attend at the house of Wm
64 6 Wheeler on acting Justice of the peace in and for said
County on friday the fifteenth of this Inst then and there
to take depositions of Emanuel Peters Johan Smith
William Potter. Abner Vaughn and Jno Hodges
respecting my right to a reservation to section thirteen
Township seven. Range three east I the legal
owner of said Land will prosecute to establish
the legality of my right to the same when you
can attend if your Anse April 13 1834

Polly Smith

I do hereby Certify that I Served a Copy of
The within Notice on Polly Smith this 12th
day of March 1831

A. T. Johnson

Gilbert the Barton Atty
to Substantiate
Polly Smith Pension
with copy of notice.

Mrs Polly Smith

Take notice that on the 12th March 1831 between the hours of 12 & 3 oclock at the house of William H E Wheeler & before said Wheeler a Justice of the peace we will take the deposition of Gilbreath Hartsoe - concerning your claim to a reserve in the county of Jackson State of Alabama Section 13. of Township 7 of range 3 east Where you can attend if you chose given under our hands this 12th March 1831

James Boggo
Mark P Tidwell
William Tidwell

The State of Alabama } March the 12th 1831
Jackson county } This day personally
appeared before me Wm H. Wheeler an acting
Justice of the Peace in and for said County
Gilbreath Barton who being duly
sworn the truth to relate respecting a
reservation of land said to have been taken
by Polly Smith in the County aforesaid
on Section 13 of Township 7 and range 3
East States as follows, to wit, I settled in
what Now, is Jackson County, in October
1819 on what Now is Section 13 Township
7th and range 3 East there was no one
living on said Section but a white man
and family by the name of Brazier
they lived in a camp and had a small
field Cleared in January or February
in the year 1820 a certain Polly Smith
Come there and said She had taken
a reserve there and begun to build
a hut out of Hickory poles and put
them together with white oak splits
and Stand some time and then moved
of to the South side of the river Tennessee
She moved off without any threats from
my self, or any one else, to my knowledge
Question by Edmund Gunter had Polly
Smith a family when She come there
Ans. She had a little boy with her that
I understood to be her Son Quest by the same
had She no other house but that pole house

Ans. when I moved there, there was no
house on that section but the houses that
I had built my self before I moved there
Quest by the Same while She remained
there did She appear to be friendly, Ans.
I know Nothing to the Contrary Some of
my Girls told me that they went there
and took there Knitting with them and
Sat with the old Woman of evenings
Quest by the Same how long do you think
Mr Brazier had been living there Ans.
he told me that he had come there in
that Spring 1819 Quest by the Same how
near did Polly Smith Settle to their improve
-ment Ans. I Suppose it was three hundred
yards or upwards Quest. by the Same how
long had you been living on that place when
you gave Polly Smith a bond to give
up that place Ans. in the Fall of 1820
a Captain Call and Some regulars took
me on the north Side of Tennessee River
and carried me on to the Tuscumbia Side
and put me in a boat and Kept me
there until they went up to Gunters
house as I understood and wrote two
bonds then they took me up under the
point of the Bayonett made me Sign
one bond to appear before the Judge in
Huntsville and a nother to give Polly
Smith possession when ever She establish
-ed her reservation, I went on to Hunts
-ville in obedience to them bonds and
Captain Call had left there before I

got there and had gone to Nashville
as I understood, Glasco Williams Ind
agent of the Cherokees come to me and
acknowledged that they had done wrong
in taking me, and went with me to
Judge Clays, and Judge Clay told
me that he could do nothing about
acquetting me unless I would get a writ
of Habeas Corpious that he would then
act upon it, I got one and I think Esqrs
David Parkhill Hezekiah Bayles and
Booker Smith was sworn and I was
set at liberty — Quest by the Same
did you not go to Polly Smith a little
while before she left that place with
a stick in your hand and tell her if
she did not leave that place that you
would beat her, Ans, I did not. Quest by
Boggus had she any land in Cultivation
-tion on that place, Ans? She had some
Quest by the Same how long did she stay
on that place, Ans I Suppose something
like two Weeks Quest by the Same
do you know of her ever claiming or
receiving any rent for that place
Ans, I do not. Quest by the Same
are you interested in the event of
this reservation let it go as it
will, Ans I am not. Quest by Same
the Cabbin that Polly Smith built

there does it stand there yet ans. she never built a cabben it was a Negro man who it dont stand there now Quest by the same did she call it home while she stayed there Ans? I dont recollect that I ever heard her speak one word while she stayed there

Gilbreath Barton

Sworn to and subscribed before me this 12th day of March 1831—

Wm H C. Wheeler J.P. Ques

Justice of the Peace

I Certify under my hand & Seal that the foregoing deposition was taken truly by and before me the day and date first above Written & that the said Gilbreath Barton Subscribed his name in my presence

Wm H C. Wheeler Ques

Justice of the Peace

State of Alabama } I Richard R Blagden Clerk of the County Court
Jackson County } for the said County of Jackson and State afor-
-esaid do Certify that William H C Wheeler whose Name
appears subscribed to the above and foregoing Certificate
is and was at the time of subscribing the same an acting
Justice of the Peace in and for the said County of Jackson
duly Commissioned and qualified as such and that full
faith and Credit is and should be given to all his official
acts as such

In testimony whereof I have hereunto set my hand
and affixed my seal there being no seal
of office at office this 23rd day of March 1831

Test R R Blagden Clk CC

The State of Alabama } Personally appeared
Lawrence County ss } before me Crockett McDonald an acting
justice of the peace for said County at the
Courthouse in the Town of Moulton
Amos Robertson who after being duly sworn
deposeth and saith that he knows said Polly
Smith that she lived on the north side of
the Tennessee river at the time of the treaty
between the United States and the Cherokee
Indians of Swanino - that she was the head of
a family at that time, that Gilbreath Gunter
threw down her house and drove her off her
possession - if he did not throw it down him
self - it was done by his ingress- and regress-
ion before that that she should not live on -
that possession.

Question by Booker Smith. Do you know whether Polly Smith had any permanent residence before the treaty?

Ans. I do not know - she frequently stays with
at old Mr Gunter's.

Ques by same. Was she not a strolling character?

Ans. She was sometimes at Guntersville but her home was at Gunters as I understood.

Ques by same. Had she settled on the land now claimed by her before the treaty?

Ans. I do not know.

The foregoing sworn to & subscribed before
me this 29th day of march 1831

McDonald pr

State of Alabama
Lauderdale County } I Lewis Wyeth Clerk of the
County Court of Lauderdale County aforesaid do
hereby certify that Beckett McDonald Esquire whose
name to the foregoing Deposition was taken & is
subscribed is one of the Justices of the Peace in and for said County duly
Commissioned and Sworn and that full faith
and credit ought to be given to all his official acts as such
In testimony whereof I have hereunto set
my name and affix my Seal
of Office at Office this 29th
day of March 1831
Lewis Wyeth Clerk

Answer Robinson Reply to
Interrogatories on
Polly Smith Rosewell
& copy of Notice serving

1st page

State of Alabama } This day personly appear before
Blount County } me Joseph Edwards an acting
Justice of the peace for the County aforesaid Phillip
Bracher and John Gilliland to give evidence
Relative to a Reservation in Jackson County and
state of Alabama Claimed by Polly Smith and
Extended for by Markey J. Tidwell James Borges
William Words and David Hodges

1st by Mr Gunter
1 question do you know anything respecting a Reservation
of land in Jackson County Claimed by Polly
Answer I know of hir Claiming one thire and

2nd question do you know wheather she lived on the
Plaice that she Claimed or know
Answer I knowed of hir living there one of hir
Children living there with hir - hir other Child...
was married and lived where
3rd question did you ever here hire Gilbreath Barton say
she shold not live on that plaice
Answer I did hear him say that she should not
live there and that he would drive hir off
4th question do you know wheather or not Gilbreath
Barton throwed down hir Cabins and burnt them up
Answer I do not know wheather hie or not
I did see them after they ware throwed down
5th question do you know wheather they ware burnt or not
Answer they ware burnt
6th question do you know wheather Barton Claird all Round
where hir Cabins stood or not
Answer he did Clare all Round where they stood and
fenced it in

7th question by Mr Borgess do you know whether there were 16
not improvement on that plaice maid by white people
before she came there — "
Answer I know there was c
8th question how long had these improvements been maid a
before Polly Smith came there 17
Answer as near as I can recollect it was about six
month c
9th question do you know of you own knowledge that Barton (
throwed down her cabons and burnt them — 18
Answer I do not know "
10th question had she any improvement maid as to the cultiva c
tion of the earth — 7
Answer she has not — — 1;
11th question do you or do you not know whether she was 3
living on that plaice at the time of the treaty —
Answer I do not know — — c
12th question was she living in the house at the time that 2
Gilbreath Barton enclosed it with a fence
Answer she was not — — 1
13th question by Mr Gunter do you know in what year those (
improvements were maid by the white people on that plaice
Answer in the year 1819 I think, about the 14th of April 2
14th question what was the distance of those improvements maid in
that year from her cabons — 2
Answer I think between four and five hundred yeards
15th question do you know he maid those improvements that (
was maid by the white people c
Answer Elijah Brashur and my self maid the first 2
and Mr Barton maid the other c

16th question did you not consider this improvements
maid by Elizah Brawer and your selfe
to be long to Polly Smith after you found this was her
Reservation ——
Answer I considered that the improve was Braghures
and myown
17th question was Polly Smith Reservation over this
improvement maid by Brashure and your selfe
Answer it would
18th question do you know which of those improvement
was maid first Bartons or Brashurs and your own
Answer Brashurs and myown was maid a bout fourmonths
before Bartons ——
19th question by Mr Borgess do you know whare Polly
Smith lived from the time she Came to that plaice
Answer I don't know ——
20th question was it not the impression of the settars at
plaice that she settled there in order to practice
a fraud on the settars or government
Answer there ware diferent opinions about that
21st question how long did she stay on that plaice
Answer I think between two and three months
22nd question by Mr gunter do you know whether
gilbert Barton and Polly Smith ware not a
disputen for that plaice before she left there
Answer they was ——
23rd question was it about that time that Barton
told you he would drive her off
Answer it was ——

24th question was do the general opinion of the
that Barton drove him of his Reservation
Answer I do not know
25 question do you know whether or not Sevier Watters
lived with Galbreath Barton on that plaice
Answer I know of his living with Barton as a boarder
on that plaice
26th question do you know wheather he had a hand in
doribing him of and burning up the Cabbins
Answer I do not know
27th Question did youd you ever here Huston say any
thing Respecting Polly Smith living that plaice
Answer I did not
Sworn to and subscribed
in the presant of me
Joseph Edwards Jus. Peace
Phillip his Bracher mark
justice of the peace for
Blount County
1st question John Gullidge duly sworn Gunter what do
you know Respecting Polly Smith Reservation in
Jackons County
Answer I knowed of his living on a plaice thir that
She Claimed as her Reservation I know that Polly
Smith Settled on a plan that she claimed and built
a small Cabin or Camp that se staid in a short time
she settled there as near as I can recollect in the
latter part of the year 1819 or in the first of 1820
2nd question do you know what the cause of his leaving
that plaice
Answer I do not

2nd question Were you known whether Gobin was
owner —
Answer I know not that Gobin was removed by
means by I did not know how
4th question Do you know whether she had a family
or not —
Answer there was a little boy a living with her at
the time she her state not do I know as her sons
5th questions By Mr Borgess was there any improvement
as to the cultivation of land made by Billy Smith
Answer there was not —
6th question you dont know of your own knowledge of
Mr Bartons or any other person throwing him off from
that plaice
Answer I do not —
7th question by Mr gunter do you know in what yea
Mr Brashere and Bracket maid there improvement
on the plaice claimed by Billy Smith
Answer it was in April 1829 that they commenced there
Sworn to and subscribed John Gilliland
in the presant of me on the
20th of April 1831 Joseph Edwards JP
Justice of the peace for Blount County

REPRODUCED AT THE NATIONAL ARCHIVES

The State of Alabama } I Mace
Blount County ss. } Clerk of said County Court of said County do hereby certify that Joseph Edwards before whom the foregoing affidavits of Philip Bradley & John Little were made & who signed the same as Justice of the Peace is. was on the day & Year of the date thereof & hath been a Justice of the Peace in & for said County of Blount, duly commissioned by the Governor & that faith & credit is due & ought to be given to all his official acts as such (from the Secretary's office)



In testimony whereof I have hereunto set my hand & affix the seal of (having no public or official seal of said County) at Office in the Town of Blountsville & County of Blount this 21st day of April A.D. 1821.

Mace Brindley. Clk.B.C.

P.M. Rec'd 4 Sept. 1821 to Settle with Col. Reid
Billy Smith Atty

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State of Alabama } To Mark L. Tidwell, James Boggs
Jackson County } William Ware & Lewis Scoggs

You are hereby Notified to attend at the house of Joseph Edwards one acting Justice of the peace in and for the County of Blount on ~~Monday~~ the 20 of this Inst then and there to take the depositions of Enoch Bratcher and John Pollard, and also to attend on ~~Thursday~~ the 21st of this Inst at the house of John Markey an acting Justice of the peace in and for the County of Blount then and there to take the deposition of Elijah Brazier respecting what might be estimated and forty acres of land taken as a preemption in the Section 13 Township 7 Range 3 East & the parties will proceed to establish the legality of any right and you being allowed of your choice April 15 1831

Polly Smith

State of Alabama
Blount County

Agreeable to an Order from
I Tidwell James
By Polly Smith to William Word Davis
Hodges to take the deposition of Elijah Burgess
respecting an occupation Jackson County
Claimed by Polly Smith to wit Elijah Burgess
appeared before me John Mackey an acting
Justice of the Peace for Blount County
and after being duly sworn deposeth and
Saith on oath Question asked by Gunter do
you know any thing of Polly Smith claiming
occupation of land lying in Jackson County
Answer She has claimed and
Ever since May 1834 Do
Know whether she did live on the
occupation or know you she did Do you
Know whether she now does or has ever
Know who by answer By Gilbreath Does
she now reside Do you see her often
Better day she now lives has she ever been
left the occupation or did she live in
Any of the time she should not stay now if she
did not go away she would beat her to out
Question By Boyd do you know whether
Polly Smith was living on that land

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Please to Inform you we do. Thare are not acquainted
She was not to come If I have many white men
was living on that place when Polly Smith
Came to it answer Barton and my self
Question Have much improvement was there when
She come to it answer
You agree I did you ever see Polly Smith in her
Dwelling Thare answered did I had she any
land in cultivation thare answer Yes
I was thare no alteration in the improvement since
answer not that I no If I did you ever see Gideon
Barton Clerk of the answer Yes
I do you see the improvement maid by you to
which you answered did I asked you was you em-
ployed by Polly Smith or her agent from selling this
improvement answer I was Question no long
as you lived in that Country was not that land
in Cultivated & valuable answer it was
Question did you know of your own Knowledge that
Mr Barton did take her home down under Indian
Knowledge of your own Knowledge or did he tell me he did
Do it himself Question By Jury to do you
Know in what year the improvements was maid
answer in the day of March 1819 Barton was
Maid about August 1819 Do you know the
Distance from Polly Smiths to the improvements

Ans
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Answer mine was about one quarter of a mile
and Barton about forty rod Q do you know
whether Barton cleared up the land or not after
he there drove him from it answer I did
Question asked B Boggess was it not after Polly
Smith left there that Barton cleared and
Cultivated that land answer it was clear after
the war Q when you settled that place did
you not consider government land answer
I did Q do you not believe if Polly Smith
had taken the title deeds she would have
reservation been before she left the place
answer I do - Question was not the settlers possible
if that place peaceable and free holding mine
answer the was Question asked by Gunter do you
know whether Polly Smith the family or not
were the had one child with her and no more
In the notice
Sworn to and subscribed
Before me this 21st
of April 1831
John Mackey Justice
of the peace for Pleasants
County

Clyon - Jus Bonsall &c

The State of Alabama } I Marcus [redacted] Brindley Clerk
Blount County } of the County Court of said
County do certify that Johnston Mc
Key before whom the foregoing affidavit was made
(or whom to be subscribed by one Elijah Bowden) & whose
name appears officially thereto, is, was on the day of
Year of the date thereof & long since hath been, and
a Acting Justice of the Peace in & for said County duly
Commissioned & qualified to act in that capacity &
that due faith & credit ought to be given to all his
acts as such.

In Testimony whereof I have hereunto set my
hand & affix my private (there being
no official or public) Seal of said
office or County at office, this 21st
day of April A.D. 1831.

Marcus T. Brindley Clerk C.C.

M.B.
S.C.
A.

Elijah Bowden Esq.
Justice of the Peace
Blount County
Alabama

State of Alabama } This day Personally appeared
Jackson County } before me Wm J. C. Minter
a justice of the peace in and for said Coun-
-ty Emanuel Peters Joseph Smith Jerry
Roder & Duncan Vaughn who after being
duly Sworn the truth to relate respecting
the right to a reservation Taken to Section
Thirteen Township 4 Range 3 East. States
as follows to wit, the said Emanuel Peters
being first, the first time I ever seen Polly
Smith was at the Creek Horse, Comb and she had
me to haul a pot over to where she had
a cabin built up part of the way, not fin
ished. when I come opposite to where
she had her house she told me to stop
and she would take it out and did so
and Carried it to where her house
was. where she lifted the pot up and
set it on her house where she had
some Clothes and something like a head that was covered
over with some boards. that was between
Christmas and Spring in the year after this.
Contrac was settled with the white peo-
-ple, Quest by Gunter you ever hear
Gilbreath Burton say that she should
not settle on that place that is now
her reservation. Ans. I heard him say
that she had no right to it and should
not settle on it that he intended to Clear
it, and he did Clear something like 60
acres or more inclosing where her house

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2 was Commenced

Quest by Gunter. was that after you saw her put part of her property in that Cabbin, ans it was along that summer afterwards - Quest by the Same - how long was it after you saw her property in that Cabbin befor She was Compeled to leave that place - Ans It Must have been in two or three Months I heard Huston Say that they had thrown the house down and burnt it up that She was not going to live there Quest by the Same was Mr Huston a highlander of Mr Bartons at that time, ans I dont know whether he was a highlander or a Cropper Quest by the Same did Mr Huston Say whether he & Mr Bartons Negroes had thrown the house down or he had done it himself Ans he Said they had done it Quest by the Same, who did you think he ment when he Said they had done it, Ans I allowed it must have been him and Mr Bartons hands from the way he Stated it - Quest by the Same did you ever hear Mr Barton Say that he had driven her of his Reservation Ans I dont Know that I ever did - Quest by Boggus where did She Polly Smith live at the time you come across her at the Creek, Ans I dont know wher she lived at that time but She told me that she was then going to live at the place that now in Question

Ques[t] by the Same. did you not know of her having a improvement and living in Honey Comb previous to that time Ans[r] I did not, tho I understood her to say that she had been making Quest by the Same had she any land in Cultivation about that house that she was moving to Ans[r] She had none it was in the woods Ques[t] by the Same how long do you think it was that Mr. Barton had been living there before you Seen her coming there. Ans[r] Three or Four Months. Quest by the Same did you ever hear that she was advised to come there and take that Plan as a reservation Ans[r] I heard Mr Barton say frequently that he thought She was advised to take that plan to pester him Quest by the Same how many white men was living on that Section before She went there Ans[r] there was three white familys and they had a good smart Chance of Cleard land before She went there Quest by the Same how long do you think She lived on that Plan Ans[r] I dont Know how long She did stay Quest by the Same - do you Know of your own Knowledge that Mr Barton did force her away Ans[r] I dont Know Quest by the Same. what year was it in that you Seen her moving to that plan - Ans[r] to the best of My Knowledge it was in the year 1820

4 Quest by Boggus Was Mr Thurston a Crop per with Mr Barton or was he working for him self Ans. I dont know Quest by the same at the time you overtook this woman did you understand her languages or was it by Signs that she told you that she was Coming to this plase to live Ans. it was from Signs Quest by the same you frequently have passed that plase did you ever see her there after that time. Ans. I never did- Quest by the same you have known Mr Barton and others to be in poss -ession since that time Ans. I have of that improvement known them to have possession ever since and it has been traded backwards & forwards among one another peasably, and have heard no interruption until Mead took up them - Cases Quest by Gunter do you think that she could have got in possession of her plase again and remained there peasably Ans. Not at that time I dont think she could Quest by Boggus had she a family with her at the time you hailed that pot for her Ans. She had none with her Quest by the Same. ever since you have been acquainted with the people that lived on that plase are they not been peasable and Law abideing men. Ans. they always have. Quest- by the Same When the Surveyors come around Surveying the reservations in this Contra did you know of any of the white people interfereing to hinder their Surveys

State of Alabama
Jackson County } I Richard B. Clayton Clerk of the County court of Jackson County aforesaid do certify that Wm H. Wheeler whose name appears to the forgoing depositions is and was at the time of Signing the Same an acting Justice of the peace in and for Said County of Jackson and that full faith and credit is and ought to be given to all his official acts In testimony whereof I have hereunto set my name and affixed my private Seal there being no Seal of official office

April the 26th 1831

R. B. Clayton Clerk

State of Alabama
Jackson County } I William S. Compton Judge of the County Court of Jackson County do certify that Richard B. Clayton whose name appears to the forgoing certificate is and was at the time of Signing the Same Clerk of the County Court of Jackson County aforesaid and that the Same is made out in due form of law

April the 26th 1831

Wm S. Compton Judge of C. C. C.

E. Peters
Evidence

Reply to Interrogatories
on Bill Chancery Records
with Reply of Petitioners

And I never heard of any of them trying to pre-
-vent - Quest by E. Gunter do you know whether
Polly Smith had any Children or not
Ans. when I first become acquainted with
her she had three that she Claimed as hirs
Quest by Gunter do you know whether
these improvements were made before or
after the Treaty Ans. they were made
after the Treaty after this Contry was settled
by the white people Quest by Boggus how
long had Brazier and others been living
there before Polly Smith went there and it
must have been twelve or thirteen Months
Quest by Boggus did you ever know of Polly
Smiths having her family at the place where
she Claims as a reservation Ans. I dont know
whether she ever had her family ther or not

Sworn to and Subscribed before
me This 15th. day of April 1831
Thos. E. Wheeler D. Clerk

Emanuel Peters

State of Alabama } I do hereby Certify that the forego
Jackson County } -ing deposition was truely
taken by and before me and that Emanuel
Peters Swore to and subscribed his Name to the
same in my presence this 15th. day of April 1831

Thos. E. Wheeler Clerk
Justice of the Peace

State of Alabama } This day personally Come before
Jackson County } Mr Wm Winter a Justice of
the Peace in and for Said County the Said and
William Potter and after being
the truth the whole truth and nothing but the
truth & after Instructing the right of Preser-
vation &c Section 13 Township 3 Range 3 East
William Potter the first States as follows Said
Some years Since I was riding up the Road
from Gunters Landing and when near
where old Mrs Kingsley Gilbreath Barton
Esqr overtook me and we rode together some
distance, In the Corse of the Conversation
which took place he Stated that he was
Living on a reservation I asked him how he
obtained it he observed that he drove off the
person who claimed it and took it I asked
him who the person was he replied old
Pol Smith I made some other remarks
respecting the subject and he several times
said that he drove her off observing
that he went to her Camp or Cabbin and
made her leave the place or words to that
effect, Ques[t] by Gunter, were you ever
on the place where Barton lived after you
and Barton had this Conversation Ans
yes. Ques[t] by the Same, was Gilbreath
Barton living on the place when you
was there Ans I have him there when
he was living there— Ques[t] by Boggus
was you acquainted with Polly Smith
before this Conversation between you and
Mr Barton, Ans Smith lived in the
Same Neighborhood but as we spoke

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different Languages I probably had not
so much personal intercourse with her
as I might have had if the fact had
been otherwise But by the same how
long before that Conversation took place
between you and Mr Barton were you
acquainted with her I came to the nation
in the year of 1821 in January and that
Conversation took place in fall of the year
1822 to the best of my recollection this
it Must have been the year before or
the year after that for I kept no dates
of the Interior Quest by the Same, did
Polly Smith live on the North or the South
Side of Tennessee River when you become
acquainted with her Ans she has lived
on the South side ever since I come to the
Nation. Quest by the Same do you know
of your own personall knowlidge that
she ever lived on that plase that she
was Clanless. Ans I only know it from the
information that Mr Barton gave me I
never saw her there myself Quest by the
Same, do you know whether she was the
head of a Family when you first became
acquainted with her or not. Ans when I first
knew her she was living with her friends
she soon after built her a house
on the South side of the River and lived in it
with one of her Sons, She had one other son
who died soon after I came to the nation
She had also a daughter who is now dead
Quest by the Same. did you ever hear that

she was persuaded to go there and take that
Claim as a reservation. And I never heard
any thing about it to the last of my recollection
Ques[t] by the same. have you not heard of
her selling her Claims to that Claim
lately. Ans[r] I heard some person say the other
day that she was to give Wm Gunter
a part of it if she gained it for his trouble
and expence. Ques[t] by the same do you
know what proportion of it she was to give
him Ans[r] if I heard I do not recollect Ques[t]
by the same, did you not understand that
Mr Wm Walker & Company bough all these
despuled reservation previous to her trade
with Gunter Ans[r] I have heard that State-
-ment made.

Sworn to and Subscribed
before me this 25th day
of April 1831
Jno H. C. Thurlo J P Ca

William Potter.

State of Alabama
Jackson County

I hereby certify that the foregoing
deposition was taken truely by me
and before me and that William Potter sworn
to and Subscribed his name to the same in
my presents this 25th day of April 1831

Jno H. C. Thurlo J P Ca

Justice of the Peace

I hereby certify that the foregoing is a true copy of the original deposition taken in the above named case this 23 day of April 1831 Heiss

State of Alabama } I Richard D. Clayton Clerk of the County Court of Jackson
Jackson County } do hereby certify that W.m N. C. Wheeler
whose name appears to the original Deposition is and was at the time of
Signing the Same by acting Justice of the Peace in and for Said County
of Jackson and that full faith and credit ought to be given
to all his official acts. In testimony whereof I have hereunto Set
my hand and affixed my private
Seal at office this 26th April 1831
R. D. Clayton Clerk

State of Alabama } I Wm Brown the Judge of the County Court
Jackson County } of Jackson County do hereby certify that
Richard D. Clayton whose name appears to the forgoing certificate
is and was at the time of Signing the Same Clerk of the County
Court of Said County of Jackson and that his certificate is in due
form of law. Given this 26th 1831
Wm L. Compton Judge of the C. C. C.

Wm Potters
evidence

6

State of Alabama } James Borgs Mark J Tidwell
Jackson County } Wm Wood Hawks Hargis

you are hereby notified to attend at the house
of Wm A E Wheeler a Justice of the peace for said
County on monday the 25 day of this inst then and
there to take the depositions of Booker Smith &
Wm Potter respecting my right to a preemption
to the east 13 Quarter of Sec 7 Range 3 East then and there
you may attend if you see proper April 23

Polly Smith

1838

State of Alabama } This day personally appeared before
Marshall County } me Elijah Hansbrough an acting
Justice of the Peace in and for said County Joseph Scruggs
who after being duly sworn deposeth and saith that
in the of 1819 or 20 I heard Gilbreath Barton say
voluntarially acknowledge that he did drive and
forcibly dispossess a cherokee woman by the name
of Polly Smith from a reservation which she
had taken under the Treaty of 1819 and which
reservation lies on the north side of the Tennessee
river in the County of Marshall and State of Ala
Section thirteen Township seven Range three East
of the Basis Meredian in the District of Lands
subject to sale at Huntsville Ala and said
Gilbreath did also state that the reservation
which said Polly Smith had taken was Good
Land and with all it was a first rate stand
and he Barton did intend to keep said reser-
vation from said Polly Smith and he Barton
did keep said Polly Smith off and from the
free use and occupation of said reservation
from that time upto the present date

Sworn to and subscribed before me
this 11th March 1836 Joseph Scruggs

E Hansbrough JP
Justice of the Peace

State of Alabama } I do hereby certify that I am
Marshall County } well acquainted with
Hugh Scruggs whose name is placed to the
foregoing affidavit and that he is fully
entitled to Credit when on oath

Hugh Scruggs
Affidavit - Relating
to Billy and the
Slave question

The State of Alabama } I Richard Saunders Clerk of the County
Marshall County } Court in the State of Alabama do certify
that Wm Hanchanough whose name is signed to the within
affidavit was and was at the time of signing the same
an acting Justice of the Peace in and for said County
duly Elected and qualified as such and that full faith
and credit is and ought to be given to all his official acts



As testimony whereof I have hereunto set my hand
and affixed my private seal there being no seal
of office at office this twelfth day of December A.D.
Thousand Eight Hundred and thirty six and of American
Independence the sixty first year

Richard Saunders Clk

State of Alabama } Personally appeared before
Marshall County } me Elijah Haraugh
an acting Justice of the Peace for said County
William Potter. who after being duly Sworn
say an oath. that he has heard Gilbreath Barton
Voluntarily acknowledge and declare. that
he drawe a Cherokee. Woman. Named Polly
Smith. from a reservation which she
claimed, and which is situated in said County
Section thirteen in Township 7, and Range 3,
East. of the Basis meredian. in the District
of Lands subject to sale at Huntsville, Ala,
and that, at that time, he the said Barton had
possession of said reservation. And deponant
further saith. that to the best of his knowledge
the said Polly Smith is, and has been
Kept. from the use of the property
aforesaid

Sworn to and subscribed before
me this 2 day of Nov 1836.

E Haraugh J P
Justice of the Peace

Wm. Potter

The State of Alabama } I Robert Lumsden Clerk of the County Court
Marshall County } of Marshall County in the State aforesaid do
certify that E Haraugh whose name is signed to the above
affidavit is now and was at the time of signing the same an
acting Justice of the Peace in and for said County duly commissioned
sworn as such and that full faith and credit is and ought
to be given to all his official acts.

In testimony whereof I have hereunto set my hand and
affixed my private seal there being no seal of office at
office this twenty day of November Anno Domini Eighteen
Hundred and thirty six and of American Independence the sixty
first year

Robt Lumsden Clk

State of Ala } William Potter is
Marshall Co } a man of high Stan-
ding, and is entitled to full
credit on oath.

E Hanscom J.P.

Wm. Potter

Affidavit to relating
to a certain Pre-emption
Bond. Sworn to

State of Alabama } Then any personally appeared before me
Marshall County } Alf. Donalson an acting Justice
of the peace for said County - Alf. Colbreath who after
being duly sworn deposeth and saith that he is well
knowing to a certain Cherokee woman by the name
of Polly Smith - holding a life estate reservation
under the Treaties of 1817 & 19 - and who was unlaw-
fully despossed of the same - by a white man by the name
of Colbreath Barton about the years of 1819 or 20
and I am also knowing that R. K. Call - when he was
ranger - drawing Intruders from the Cherokee lands -
did go and take said Barton a prisoner for
despossessing said Polly Smith of her reservation
and said Barton - while a prisoner - did give
and execute to said R. K. Call - a delivery bond
for to deliver and let said Polly smith - go again
into peaceible possession of her reservation of
land - the bond was obligatory and binding on
said Barton for the sum of ~~one thousand~~ two thousand
Dollars - and after said Barton was released -
he then afterwards forfeited the bond - and
never let said Polly Smith - have the possession
of her reservation - which reserve to him was
lies in the County of Marshall and state afore-
said - section thirteen - and in Township seven -
Range three, East of the Huntsville meridian in the
district of lands subject to sale at Huntsville
Ala - all lying on the north side of the Tennessee
river - and therefore Polly Smith has been kept
out and from the free use and occupation of the

REPRODUCED AT THE NATIONAL ARCHIVES

came from the above mentioned time upto the present time. Sworn to and subscribed before me this 28th Dec 1836

A Donaldson
Justice of the Peace
M. Ct

J. Gilbreath

State of Alabama } I Alf Donaldson an Acting
Marshall County } Justice of the Peace in and for said County do certify that J. Gilbreath whose name is affixed to the foregoing affidavit is a Gentleman of unblemished character & is entitled to credit in any Court of Justice this 28th Dec 1836

A Donaldson
Justice of the Peace
M. Ct

The State of Alabama } I Nicholas G Landis Clerk of the County Court
Marshall County } of Marshall County in the State of Alabama do certify that A Donaldson whose signature appears to the foregoing affidavit & certificate is now and was at the time of his affixing the same an acting Justice of the Peace in and for said County Marshall and that due faith and credit is and ought to be given to all his official acts and that he was duly elected qualified and commissioned a Justice of the Peace

In testimony whereof I have hereunto set my hand and affixed my private seal there being no seal of office at office in Claysville this thirty first day of December one thousand eight hundred and thirty six and of American Independence the sixty first year

Test N G Landis Clk C C

A. Gilbreath

Affidavit

Relating to Reservation

State of Alabama }
Marshal County } This day personally appeared
David Parkhill before me Booker Smith one
of the acting Justices for said County & being
sworn according to law deposeth as follows:

1st Ques. by A. L. Folger

How long since you became acquainted with
Polly Smith?

Ans. I became acquainted with her in the year 1813

2nd Ques. Was she the head of an Indian family
at the time of her locating the reservation claimed
by her situated near Gunter's Landing Marshal
County Alabama?

Ans. She was

3rd Did said Polly Smith reside on said Res-
ervation on the 1st of January 1830?

Ans. She did.

4th Did She ever dispose of said reservation
or any part thereof?

Ans. She never did within my knowledge.

5th Ques. Has said Polly Smith ever abandoned
said reservation & if so, at what time, & for
what cause?.

REPRODUCED AT THE NATIONAL ARCHIVES

Thos. Jr. abandoned it sometime in the Spring of
1826 and I have been informed that she was
driven off by Gilbreath & Burton.
Further this Deponent saith not.

Sworn to and subscribed before
me this 30th day of November 1838

David Parkhill

Baxter Smith
Justice of the Peace

D. Parkhill's Deposition
respecting D. Smith's
Reservation.

State of Alabama } Personally appeared before me William
Marshall County } H. E. Wheeler an acting Justice of the
peace in and for said County Booker Smith, who after
being first duly sworn deposeth and saith that in
the year 1819. he saw Polly Smith a Cherokee
Woman, at Gunters Landing. She informed deponent
that she was about to go to the Cherokee Agency in order
to locate a Reservation of land which was allowed
under the late Treaty to each head of a family living
upon the Ceded Territory. Deponent told her that it was
doubtful with him whether She would be allowed a
Reservation, as She did not live upon the Ced Territory
at the time the Treaty was made, and enquired of her
if she had any Claim to any improved plan on the Ceded
Territory. She replyed that she had a Camp in the Honey
Comb Valley where she had made Sugar several
Seasons, which was the plan she intended to locate.
Deponent told her if she should take any other plan
than the one she named, she could not hold it.
After said Polly Smith returned from the Agency, She
informed deponent that She had located the plan
where Gilbreath Barton had Settled Several Miles
from the Sugar Camp. Deponent told her She had
acted very wrong, that said Barton had not Settled
upon any Indians Improvement, that She knew he had
made the improvement in a peaceable manner for
himself, and that it was very unjust on her part to
attempt to deprive him of it. She said that She had
no such intention, until Alexander McCoy a Cherokee
had persuaded her to do so, and appeared to be sensible
that She had acted wrong. Deponent never heard that
She was driven off the said plan by any one for
Several Years afterwards. he has since heard Such rumors.
and further deponent saith not.

Booker Smith

Sworn to and Subscribed before me
this 1st day of October 1838

Wm H. E. Wheeler
Justice of the Peace

B. Smith's (D. pos.
Incapacity D. Smith's
Observation

State of Alabama
Marshal County } This day personally
appeared Mary A. Wheeler before me
Booker Smith one of the Justices for said
County and being duly sworn according to
law deposeth and saith as follows:

1st Question by A. M. Folger
How long since you became acquainted
with Polly Smith?

Ans I became acquainted with her in the year
1819 or 1820

2nd Ques. Was she the head of an Indian family
during your acquaintance with her?

Ans. She was.

3rd Ques. Was she residing on the reservation
claimed by her situated near Jno C Guiters
Lick Creek Alabama, on the 4th of Jan 1820

Ans I think not, but she settled on it some time and during the Spring of that year

4th Was she abandoned said reservation & if so
at what time & for what cause?

Ans She left it in a few weeks after settling there
for what cause I know not but am certain that
she was never driven off by my Father Gilbreath
Burton who resided upon the reservation both

REPRODUCED AT THE NATIONAL ARCHIVES

before & after her residence upon it & if she were driven off by any one I know nothing of the circumstance.

Further this Deponent saith not.

Mary M. Wheeler

Sworn to and subscribed before me this 1st day of December 1838.

Booker Smith
Justice of the Peace

M. M. Wheeler's Deposition
respecting P. Smith's
Preservation

The State of Alabama } This day personally came
Marshal County } Before me James Thompson
an acting Justice of the peace in and for said County
Philip Beatcher and after being duly sworn
deposeth and saith that he was living in the
County of Decatur — now Marshal County on the
north side of the Tennessee River and was acquainted
with Polly Smith a cherokee Woman who had taken
a life Estate reservation under the treaty of 1819 and
which reservation now lies in the County of Marshal
and State aforesaid — section thirteen and in township
seven — Range three East the Basis Marktian in the
District of Lands subject to sale at Huntsville Ala
all being on the north side of the Tennessee river
and the aforesaid Polly Smith built a house on
the aforesaid reservation and that the her house
was thrown down the

Sets

Philip X Beatcher
his
mark

James Thompson
Justice of the Peace in
and for Sd Marshal County

Philip Bracher

Affidavit Relating

to certain Reservation

Claim.

Summary of the testimony in the Case of

Polly Smith a Life Tenant who claims

her Connection between two and three miles below

Saml Gunters on Lick Creek

The testimony in this Case in relation to the

residence of Claimant at and before the date of the

Treaty is conflicting, some of the witness stating that

she at the date of the treaty resided in Tennessee

and others that she at the same time resided South

of the Tennessee River — The testimony of

the Witnesses who testify to her residence

South of the Tennessee River at the date of the Treaty

is that she resided on the South side of the Tennessee River

about two miles below the mouth of Lick Creek

and that she had a small field under cultivation

on the South side of the River at the same time

that she had made no improvement on the land

on the North side of the River — The testimony

of the witnesses who testify to her residence

North of the Tennessee River at the date of the Treaty

is that she resided on the North side of the River

about two miles below the mouth of Lick Creek

and that she had a small field under cultivation

on the North side of the River at the same time

that she had made no improvement on the land

on the South

its reversion to the U.S. in case of abandonment

of it is thereupon Ordered and Decreed that the
Claim of the said [illegible] for compensation for his improvement
the same is hereby disallowed

Claim No 3 — Polly Smith

Philip Bracher & John Gilleland &c

knows of Polly Smiths living on the premises. Barton claimed all round where her Cabin stood & fenced it in — ~~for thy on those premises about~~ in 1819. about 6 or 8 acres improvements on the place made by white People before Polly Smith occupied it — she not occupied by her at the time of enclosure by Barton — She lived on the premises between 2 and 3 mos & during that time the place was claimed by Barton

Elijah Brasuers — &c

Knows of her claiming the land since 1819 — and of her living on it until she was driven off by Gilbreath Barton & his negroes — about 10 acres of improved land when Polly Smith came to it — she never had any land in cultivation — Polly Smiths improvement about ¼ mile from Brasuers & 40 rods from Bartons — Barton cleared & cultivated the land after P. S. moved away — Believes if Polly Smith had taken the right step she would have held the reservation —

Gilbraith Barton — &c Settled in Jackson Co. in Oct 1819 on what is now Sec 13. T. 3. R. 6. there was no living on the Sec. but a White man Brazeau — in the year 1820 Polly Smith came & said she had a reserve there & began to build a hut. Staid some time & then moved S. of Tennessee R — Polly Smith had a Son with

REPRODUCED AT THE NATIONAL ARCHIVES

In the fall of 1822 gave Polly Smith a bond to give it that place - was forced to do so by Capt. Call - U.S.A. Polly Smith had no land in cultivation - Stood there about 2 weeks - states that he is not interested let the suits go as they will -

William Potter Esq. States that Galbraith Barton informed him he was living on a reservation & that he drove old Polly Smith off - Barton afterwards lived on the place - does not know of P.S. ever living on the premises - G. Barton said she died - She then lived (1822) on the S. side of the River with one of her sons - heard that she was to give John Gunter Jr - part of it if she gained it for his trouble & expence -

Emanuel Peters - Esq. - Polly Smith had some clothes & furniture on the premises - heard G. Barton say she should not settle them - she was compelled to leave the place in 2 or 3 months after she settled there - the Cabin was destroyed by Barton's family - Polly Smith had no land in cultivation - Barton had been living here 3 or 4 mos. before P. Smith came - does not think Polly Smith could have got possession of her place again & remained there peaceably — her Cabin was built after the treaty & after the country had been settled by white people -

Booker Smith - Saw Polly Smith in the summer

or fall of 1819 - She Stated that she had a Sugar camp in Honey Comb Valley & that it was her intention to locate that place and no other, some time after she informed him she had ~~Lanter~~ entered a place improved by G. Barton - confessed to him she had never lived on that land and had no right to enter it - She had been advised to do so by Mc. Coy — never knew of her living on the reservation —

William Smith - Became acquainted with Polly Smith about the year 1819 - at the time she went to the Agency to lay claim to said Section she had no improvements on it & that she never had any; and never lived on said Section - never knew of any person living on said Section except G. Barton -

Gilbraith Barton - Aet. Settled on the reserve in 1819 - Maj McCoy told him he would take a reserve for the premises if he was not paid $300 - Polly Smith came in the Spring of 1820 — said Polly lived on the So side of Tennessee in the year 1818. -

Polly Wheeleress - Aet. States that at the time her father G Barton lived on the premises - Polly Smith came there made a house out of poles - lived there something like 2 or 3 Years & left the place of her own accord, without threats being used by any Person. —

L. D. Boshart – sd has had a small acquaintance with Polly Smith something like 10 or 12 years & also with the place claimed by her as a reservation – states that he has no recollection of ever seeing her on the place claimed by her that she resided on the So. side of the river in the Cherokee nation –

Hugh Henry – became acquainted with Polly Smith in the Spring of 1820 – she then lived in the Cherokee nation So. of the R. – in 1824 she told him she had taken out a reservation for the place occupied by Barton & that she had never lived on the premises before taking out her reservation at the agency –

Amos Robertson – Knows Polly Smith to have lived on the No. side of the river at the time of the treaty – that she was the head of a family at that time – that G Barton threw down her house & drove her off her reservation – does not know of her having settled on the land now claimed by her previous to the treaty –

SOUR JOHN

Reservation.

Heirs of Tom John
dec.d

N.o 112

Allowed

Children of George Ross
Reserve Claims
Big Path
Chiefs

REPRODUCED AT THE NATIONAL ARCHIVES

Cherokee Agency East

Big Path maketh Oath that he was well acquainted with Doctor Johns a Native Cherokee and for many years before the Cherokee treaties of 1817 & 1819. - That said Doctor Johns then resided, and had for many years before resided on Chestatee in what is now Hall County Georgia, at which place he took & claimed a reservation under said Treaties. He was then the head of an Indian family had an improvement at the place he claimed as a reserve, and continued his residence thereon until the Spring of the year 1828 when a white man by the name of Jack Dade moved in upon him and forced Doctor Johns out of possession. The reserve has ever since been held by white people forcibly and said Doctor Johns has never been able to recover the same. He has since departed this life, leaving Jane his widow, and William Doctor Johns, Bird Doctor Johns, and Elijah Doctor Johns* Children and heirs, - He did not in his lifetime, nor have his said Widows or Children ever sold said reserve or any part of it. - * Olly & Polly

Big Path his X mark

Sworn to & subscribed before me 9 April 1838

David A. Forman
A Court

* Olly Sowerjohns, Tooka Sowerjohns, Abby Sower-
=johns, Betzyah Sowerjohns, Sally Sowerjohns
Polly Sowerjohns, Archibald Sowerjohns, Henry-his

Children of Georgiana
Restoration Claim
Affidavits
of Children

Cherokee Agency Ga.

William Sourjohn Blackbird Sourjohn and Elijah Sourjohn make oath that they have never nor do they believe their father in his lifetime ever nor his widow or the balance of his Children ever sold or conveyed or otherwise disposed of a reservation by him taken under the Cherokee treaty of 1817 & 1819 or of any part of it - but that he was forced out of possession thereof about the year 1822 and was not in his lifetime able nor have his said Children since his death been able able to recover the possession of said reserve, but the same has been appropriated by the State of Georgia -

Sworn to & subscribed before me this 9th. April 1838.

David M Forsmand
N Court

William his + Sourjohn mark

Blackbird his x Sourjohn mark

Elijah Sourjohn

x Olly Lowrjohn Tooka Lowrjohn, Atley
Lowrjohn Ulzah Lowrjohn, Salby Low-
john, Polly Lowrjohn, Archibald's
Lowrjohn heirs his

Cherokee Agency Ca. T.

Fox Skin makes oath that he was acquainted with Sour John, that Sour John in the year 1819 and for many years before resided on Chestatee in Hall County Georgia - that he claimed a reservation at the place he then resided - had an improvement on it, & was then the head of an Indian family, - He continued to reside on said reserve until the year 1822, when he was compelled to remove therefrom by the white people, particularly One Jack Gore, who moved on & upon him and forced him out - He has since departed this life leaving his widow Tamar, William Sourjohn, Blackhead Sourjohn and Elijah Sourjohn, adg heirs & children - Affiant has been well acquainted with the family of Sourjohn and his affairs and he did not in his lifetime, nor has his wife or Children ever sold said reservation or any part of it to the knowledge of affiant

Sworn to & subscribed before me 9 April 1835.
David M Freeman
McCourt

Fox his X Skin mark

Children of Soungthan
Reservation Claims
For Skins
Dep.

REPRODUCED AT THE NATIONAL ARCHIVES

Cherokee agency East

James Downing makes oath, that he was acquainted with a Native Cherokee by the name of Sour John at and before the Cherokee treaty of 1817 & 1819, that said Sour John then resided on Chatahoochee in what is now Hall County in the State of Georgia, and whom claimed a reservation under the treaties aforesaid. that he was then the head of an indian family and had an improvement on the place he claimed as a reservation, and continued his residence thereon until the Spring of the year 1823. when a white man by the name of Jack Gaar took forcible possession of said reserve and forced the said Sour John out of possession, without paying him any thing therefor, that said reserve has been in possession of the white people ever since and the said Sour John has never been able to recover the possession. that he has since departed this life leaving Wm Sour John, Blackbird Sour John, & Sour John & his ~~only surviving~~ Children, his affiant has been long and intimately acquainted with the family of Sour John his affairs and with his widow Jennet who is yet living, and affiant is confident he did not in his lifetime, nor has his said

* Olley
Nancy
Sally
Polly
John's

Children [illegible] or were born [illegible] said above or any part of it. Some John had visited in the above 9 or ten years before he was expelled as aforesaid—

his
James × Downing
mark

Sworn to & subscribed
before me 9 April 1838

David M. Foreman
A Comt

Children of James Downing
Numeration Claims
Dupo
James Downing

...ther of
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...confided he
... his land

& Olly Lowry Lewis, Looka Langston,
Abby Lowry Johns, Utzyah Lowry Johns
Sally Lowry Johns, Elizabeth Lowry Johns
Polly Lowry Johns Archibald Lowry-
Johns heirs and his Children and

Cherokee agency East.

Tarpsun makes oath that he was acquainted with Sourjohn a native Cherokee since he was a boy, that affiant is about sixty years of age, that affiant said Sourjohn lived on Chestatee River in the State of Georgia when affiant first became acquainted with with him and where affiant understood he took & claimed a reservation under the treaties of 1817 & 1819, that said Sourjohn continued to reside on said place he claimed as a reserve until the year 1828, when he was compelled to remove therefrom in consequence of a white man by the name of Jack Dane of whom he was afraid moving with his hands, and ordering him to move off that said Sourjohn from the fear of said Dane ~~land~~ moved from the reservation,- Dane took and retained forcible possession thereof, and Sourjohn was never afterwards able to recover possession, until his death which was about the year 1832, nor have his widows & children since obtained the possession of said land but the same has been forcibly held

REPRODUCED AT THE NATIONAL ARCHIVES

by the white people, Every slave now
sold or Conveyed, or otherwise disposed
of said Reserve or any part of it
to the knowledge of affiant, nor has
his widow or Children sold the land
but the widow has been appropriated by
the State of Georgia; affiant lived
about two miles from the said Cow-
john in Georgia was well acquain-
ted with the reservation, and Considers
the land thereof of the best quality.

Sworn to & Subscribed
before me this 10th
April 1838.

David M Foreman
Jere Tarpin his X mark

Children of Georgiana
Rosanna Clark
Tarpin's
Claim

A/C

John F. Gallagher

Gallagher's Children

Children of Youngchee Dec.ᵈ

To John F. Gillespy Dr.

To Services as Attorney in fact and at Law in prosecuting before the Commissioners under the Cherokee treaty of 1835 their Claims for Compensation for the reservations taken by the said Youngchee in his life in Hall County Georgia under the Cherokee treaty of 1817 & 1819 10 per Cent as per agreement with Heirs of Children by bond, $

John F. Gillespy maketh Oath that the above a/c as the same stands Charged is true and that he has received no Compensation therefor.

John F. Gillespy

Sworn to & subscribed before me this 13th day of April 1838. H. D. Wilson one of the Commissioners

Lumpkin County } I do hereby Certify & affirm
State of Georgia } that I long acquainted with
Lewis John an aged Cherokee who
now lived on Chestatee River and at the mouth
of the Long branch a Creek on the South side of
the said River I know of his having a pretty good
improvement there at and before the Treaty
of 1817 & 1819 and further that the Treaty of 1819
was the one that Ceded the Land where the said
Lewis John lived at said place and in the fall of
1820 I long passing by the said place and saw a
Whiteman Citizen of the United States whose
name was Jack Dawson gathering and housing
his Crop that he the said Dawson had made on
the said place and that the said Dawson was
living in the same house that Lewis John had
usually occupied and it was not within my
knowledge that Lewis John was on the place there
or had any possession of it at that time but
it is my belief that he was then ousted from
the said place and farm off and it is also my belief
that the said Dawson had ousted Lewis John from
the place and took it himself The fencing and
improvements was good, indeed, first rate, it is reason-
able to suppose that Lewis John would have
stayed on it as long as he could and no
doubt did do so.
Given under my hand May the 1st 1838 Daniel Davis J.P.

Let it be remembered that at the time of the
Treaty of 1817 & 1819 the White people was also
exceedingly anxious to acquire Indian Territory &
were scrouging in upon the frontier Line in
great abundance in anticipation of the said Treaty
and in some instance had already broke over the
Line so soon as the anticipated Treaty was
concluded they did not wait for further ordy

REPRODUCED AT THE NATIONAL ARCHIVES

but rushed right on into the Creek Country
in great numbers not giving the indians time
to get out of the way nor waiting for any ad-
justment of Claims or difficulty and when the
Lands were surveyed off by the State no respect
was paid to any improvement or indian Claim of
any Kind but men running through the State
hands which has allowed 3 reservations and marking
them off into many Lots or parts of Lots as they
did any other part of the Country The Navy would
not attend the rating for whatever might have
been their Loss but when they saw the total
disregard of their reservation Claims they had but
to take it as an infallible evidence that their
Red neighbours intended to have them also
and in many instances the white would
throw out the hints of the more ignorant
class and take possession themselves leaving them
to look Shifter where they could many times
they forcably drove men before the expiration
of the year in which the Treaty were Con-
cluded and in a very short time it was plainly
seen that most men the most enlightened
among them could not stay and that it
was intended on the part of the whites to
distress and harass them with troublesome Law
Suits and other difficulty so that they could not
stay even on their reservations No wonder then
that the weaker and more ignorant class were
found out of possession very soon Such men
as I ask Can know where to go He knew
or whom to strike he did many times the
Consequence of which was that many Choctaws
were defrauded and for Lack of knowing the
manner, time, and place for applying for Com-
mencement for their Lots they have never
encompensated which is most probably the
Case with this Town John Family all which is
respectfully submitted

Daniel Davis

May the 1st 1838

Lumpkin County } I Alk. Gathright Judge of
State of Georgia } the Inferior Court for said
County do hereby Certify
that Daniel Davis, whose name appears to the fore-
going Certificate in the Case of Love Johnson
for a reservation, is a Justice of the peace and
that there is but him on Daniel Davis who
is a Justice of the peace in and for said County
and that his signature is purporting to be his
appears in his own proper hand and genuine
and that full faith and Credit may be given
to it as such. Given under my hand &
Seal, May the 1st 1838.

Alk. Gathright J.I.C. Seal

Lumpkin County } I do hereby Certify that I
Georgia } know Alk Gathright whose name
appears to the above Certificate, to
be one of the Justices of the Inferior Court
for said County and that full faith may be
given to his Certificate as such.
Given under my hand and Seal

Daniel Davis J.P. Seal

Affidavit of Daniel
Davis Esqr & Thomas
Barclay in favour of
Restoration for the Loss
of their Family

Children of Some John
Redemptions Claims
John Wells
Ofpo

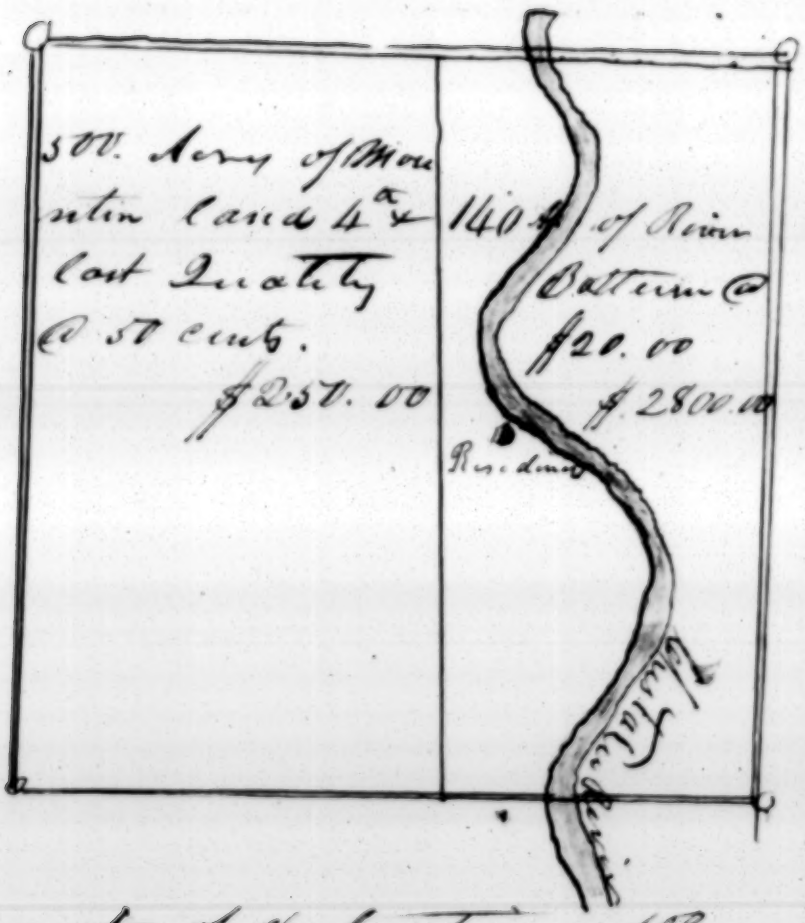
Cherokee agency East

John Kell a Cherokee Witness makes oath, that he is well acquainted with a tract of land Known as appeared understood by Sour John a native Cherokee under the Treaties of 1817 & 1819, on the South side of Chestatee river at the mouth of [illegible] branch or Creek in what is now Lumpkin County formerly Hall County in the [illegible] State of Georgia and with the lands in the vicinity thereof, having resided some time in that neighborhood. Affiant understood that Sour John reside- -ded on said reservation at the date of the Cherokee treaties of 1817 & 1819 and afterwards until he was compelled to remove therefrom by the white people particularly by a white man by the name of John or Jack Dane. - Affiant knows said Reservation lay for some years past in the occupancy of the Cherokee people under the authority of the laws of Georgia. A large portion of said reservation is land of good quality - is believed to Contain valuable deposits of gold, and if valued as improved land so as to include Sour John's improvements as many the Cents as practicable affiant believes the reservation at the date of the late Cherokee treaty was worth ten thousand dollars. Affiant understands Sour John is dead, and never heard of him or his Children selling or disposing of the reserve or any part of said Sworn to and subscribed before me this 16th day of July 1838. John Kell C

John Kennedy
Ass of the Comm

Febry – 1839

The Childrens of Sour John
Reservation on Chestatee
River Hall County Georgia



Amount of Valuation of Reservation
of 640 acres $3050.00 Given under our hands
this 25th day of Febry 1839 James A. Haines
Dillard Long
Valuing Agents

Thos Children
of Sour Johns

Petition of
Children of Soarigh
for Compensation for
Reservation

No 48

Allowed.

Decree Written up.

To the Hon. Comrs. under the late Cherokee Treaty of 1835 sitting for adjudicating Claims.

Your Petitioner Williams Georgejohn, Blackbird Georgejohn, Elijah Georgejohn, Olly Georgejohn, Tooke Georgejohn, Polly Georgejohn, Elijah Georgejohn Sally Georgejohn, Polly Georgejohn and Children and heirs of Georgejohn deceased respectfully represent to your Honors, that their Ancestor the said Georgejohn in his lifetime being a native Cherokee, and the head of an indian family did on the 31st day of July 1829 register with the Cherokee Agent his name for a reservation on Cherokee in what is now Hall County Georgia under the Cherokee treaty of 1817 & 1819, that he then and for many years before had resided on the land for which he registered, and that he continued his residence thereon until he was expelled therefrom by a white man by the name of Cane in the year 1838, - that a Copy of said Registry is herewith filed as a part of this petition - that said reserve was appropriated by the authority of the laws of Georgia, and the land by any force was forcibly held by white people against your petitioners, and they have been unable to recover the same, - that they the Children of the said Georgejohn, he having been forcibly kept out of possession until his death by

Heirs of Sam Ohn
~~The application of~~ Upitagee Hadley

} Claims of the heirs of Sam Ohn for compensation for compensation for a

In this case it appears that Sam Ohn a Native Cherokee died as the head of an Indian family on the 20th day of July 1819 Registered his name for a reservation in the office of the United States agent for the Cherokees and located the same at his residence on Chestatee, a Creek Tributary in the Territory ceded: ceded to the United States by the Treaty of 1819

It also appears from the testimony of Lewis Downing, Big Path, Fox Skin, John Hill, and Terrapin, that Sam Ohn was the head of an Indian family at the date of his registration. That he had an improvement at the place where he located his reservation and at that time resided with his family thereon and that he and his family continued their residence on the reservation until 1822 and until after the State of Georgia had by an act of the Legislature thereof authorised the survey and disposition of all the lands acquired from the Cherokee nation by the Treaty of 1819 within the limits of the said State, in pursuance of and in denial and derogation of the right of the said Sam Ohn as a Reserve,

From which it seems that the said

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Tom Vann had a right under the provisions of the Treaty of 1819 to take a Reservation and to locate it where he chose, and that until the laws of the State of Georgia interfered with his peaceable possession of the premises he seemed disposed to comply with all the stipulations of said Treaty and become a citizen of the U. States

It is therefore the opinion of the commissioners that the said Tom Vann has as far as was practicable for him to do complied with the stipulations of the Treaty under which he took his Reservation and that by the laws of the State of Georgia he was compelled to abandon his Reservation And that his widow and Children he being dead, is entitled to the consideration value thereof and the same having been ascertained by Lewis A. Nail and Dillard Lowe agents appointed to examine and report the said value which report having examined and approved by us to the amount of

It is therefore Recommended the said sum of be allowed as compensation to the claimants viz Nancy the widow of Tom Vann, Polly, Looka, Akey Utzah, Sally, Polly and Archibald his children share & share alike

Decree for
Heirs of
Lois Bolton

Spencer, John

#73

Speers vs
U States.

Reservation.

No 70

Dismissed

Jacque Whitaw up.

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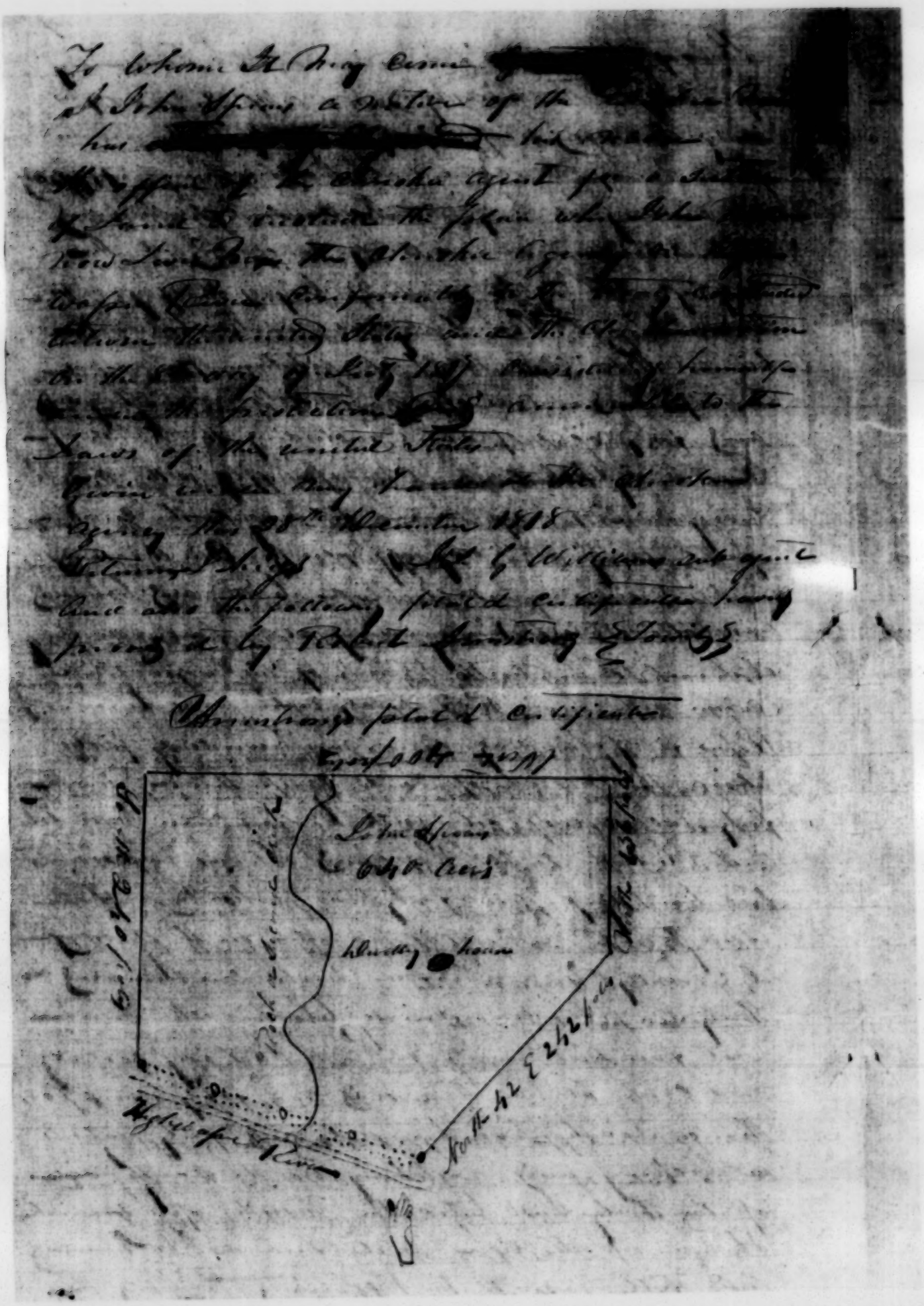
State of Tennessee
Supreme Court of Errors and Appeals at
Knoxville
August Term 1830
John Spears Appt
vs
Lewis Ross } In Error

The Record having been read and argument of Counsel heard
It is Considered by the Court that the Judgment of
the Circuit Court of Knox County be affirmed
and it appearing to the Court that Spears is dead
that the defendant Lewis Ross go hence without
day and Recover against James Cowan the
Security of the Appt of the plaintiff his Costs by
him about his Appeal in this behalf Expended
& have an Execution it is further Considered by the
Court that the Executors for the Appellant James
Cowan and Robert Gamble pay the Costs of this Cause
in this Court

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State of Tennessee
Supreme Court of Errors and appeals at
Knoxville —

I Hu. Brown Clerk of said Court
By my Deputy Moses H Swan do
hereby certify that the foregoing pages contain
a compleat and perfect Copy of the Writs
in said suit as to the writ or process
Bonds declaration pleas &c Continuances orders
Judgments and the proceedings by
the plaintiff & defendant in said transcript
from the Circuit Courts and the Judgment
[redacted] of the Supreme Court in said cause
In witness Whereof I have hereunto set my hand
and Seal office at office in Knoxville this 25th
day of October 1837 Hu Brown Clerk
By his Deputy Moses H Swan



State of Tennessee
Supreme Court of Errors & Appeals at Knoxville
Be it remembered that on the 11th
day of June 1829 was filed in the Clerks office
of the Supreme Court of Errors and Appeals at
Knoxville an Original writ of Error from the
Clerks office of the Circuit Court of Rhea County
in the words and figures following towit

State of Tennessee
Rhea County } To the Sheriff of Rhea County Greeting
You are hereby commanded to take
John M Clenahan and Alexander Mahon if
found in your County and them safely keep
so that you have their bodies before his Honor
the Judge of our Seventh Judicial Circuit of Law
at a court to be held for the County of Rhea at the
Courthouse in in the Town of Washington on the 3d
Monday in September next then and there to answer
John Kane Lepper of John Spears in a plea of
Trespass with force and arms and Ejectment
wherein they broke & Entered the Close & premises
of the said John Kane & Ejected him therefrom to
his damage five hundred dollars & him said
not and have you then & there this writ
Witness John Locke Clerk of said Court at
office the third Monday of March A D 1826—
and 50 Year of Our American Independence
John Lock Clerk

Know all men by these presents that John Spears
and James Cowan of the County of Rhea and
State of Tennessee are Jointly and Severally held

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and firmly bound unto John McClanahan &
Alexander Mahan in the Just and full Sum
of Two hundred and fifty dollars the which
payment well and Truly to be made and done
we bind ourselves our heirs Ex. Jointly and Severally
and firmly Sealed with our Seals and dated
follows The Condition of the above obligation is such
that whereas the above bound John Spears has this
day Instituted the above action in Ejectment in the
Circuit Court for the County of Rhea against
John McClanahan and Alexander Mahan —
Now if the said John Spears shall well and
Truly prosecute said Suit or in case he fail
Satisfy and pay the Defendant all Costs and
damages that may be awarded thereon then the
above obligation to be void Else to be and remain
in full force and virtue
Given under our hands and Seals this 4th day
of September 1826— John Spears Seal
James Cowan Seal

On which was Endorsed the following indorsment
Copy test John Spears Sheriff & John McC
Clanahan & Alex. Mahan Sept 4th Sept 1826
Came to hand the same day issued
John Lea Sheff
Executed 8th Sept 1826 John Lea Sheff

State of Tennessee }
Rhea County } Circuit Court

John Klein by attorney Complains of Richard
Stem in Custody of the Sheriff of a plea wherefore
with force and arms he broke and Entered the
close of the said plaintiff and Ejected him
for this that on the first day of January

one Thousand Eight hundred and Twenty Six
at to wit in the County aforesaid a certain John
Spears of said County had claiming Granted and
to Issue Sit to said John Spears a certain tract
or parcel of Land situate in the County aforesaid
containing Six hundred and forty acres including
the mouth of Rock or Beaver Creek Lattitude and
bounding as follows. Beginning at a large Sweet
Gum tree on the North bank of Highwasse River
Corner with Lewis Ross running thence below said
Ross forty Standing and one hundred poles above
the mouth of said Creek thence forty two degrees
East with a Line Tree Equidistant between said
Ross and Spears one thousand Two hundred and
forty Two poles to a Stake and Bass marked as
pointers on the Side of a gravelly Ridge thence
North one hundred and Sixty Six poles to a
Small blackjack thence west four hundred
poles to a hickory Corner said Creek at two
hundred and fifty nine poles thence South
two hundred and forty poles to a hickory and
hackberry on the bank of the River just below
the mouth of a branch thence up the River as
it meanders two hundred & fifty poles to
the Beginning passing the mouth of the Creek
at two hundred and fifty two poles including
the house and improvements of the said Spears
together with the appurtenances to said tract
of Land belonging to have and to hold to the
said John Ken and his assigns from the said
first day of January one Thousand Eight hundred
and Twenty Six for the term of Twenty Years
from thence next following fully to be compleat & Ended

by virtue of which said demise said John
then ~~entered his action~~ Entered into the tenant
a trail of Land aforesaid claimed to him by
said John Spears as aforesaid. the said Richard
Fin afterwards towit on the Second day of
January one thousand Eight hundred and
Twenty Six with force and arms intruded into
the same tenament a trail of Land which
the said John Spears in form aforesaid for the
term aforesaid had claimed to the said John
then his term aforesaid not being then ended
Expired and Ejected and drove out from his
said farm the said John then and there and
to him did against the peace of the State to
his damage five hundred dollars and thereupon
he said having pledged himself to prosecute
Pryor Lea atto

Ch. John McClanahan &
Ch. Alexander Shahan

Gentlemen you are in
possession I am informed of the said writ in
the above declaration of Ejectment or Plaintiffs
Title or some part thereof and as I am bound
in this action as casual Ejector and having no title
to the same I advise you by yourselves or
some attorney of said Court to appear at a circuit
court to be held for the County of Rhea at the
Courthouse in Washington on the third Monday of
September next and cause yourselves to be made
defendants in my ~~stead~~ Room or I will suffer
Judgment by default to be entered against
me and you will be turned out of possession
August 8th 1826 - Yours Respectfully Richard Sim

Indorsed as follows

Declaration John Spears Sepr &
John McClenahan & Alexander Graham ipsum
4th Sept 1826 Came to hand the same day Issued
John Lea Shff

I have read and delivered a copy of the within
Declaration to John McClenahan & Alexander
Graham 8th Sept 1826 John Lea Shff

State of Tennessee
Rhea County } Know all men by these presents
That we John McClenahan & Alexander
Graham Gilbert Kennedy & Jonathan Riggs all
of the County of Rhea and State of Tennessee, are
held & am Jointly and severally held and
firmly bound unto Woodson Brewer Sheriff
of said County and his assigns in the Sum
of One thousand dollars to be void on Condition
the above bound Alexander Graham and John
McClenahan do & shall make their personal
appearance before the Judge of our Court to
be held for the County of Rhea at the Courthouse
in Washington the third Monday in September
next then and there answer John Shannon Sepr
of John Spears in a plea of trespass with force
and arms and Ejectment whereon he broke
and Entered the close and premises of the
said John and Ejected him therefrom to his
damage five hundred dollars and then and
there abide by perform and Satisfy the Judgment
& Decree of the Court therein to be given & not
depart the Court without leave — Given under our
hands and seals this 5 day of September 1826

Alexander Graham Seal
John McClenahan Seal
Gilbert Kennedy Seal
Jonathan Riggs Seal

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I Woodson Pearce by my Deputy John Lea
do hereby assigny over the within bond
and condition thereof to John Mc Lyon of
John Spears his heirs and assigns to be
dealt on at the Stability in such case made and
provided Witness my hand and Seal
this 8th day of Sept 1826 Wo Pearce Shff
By his Dept John Lea

Rhea County Circuit Court Sept Term 1826
Spears Spec
vs In the Cause Lewis Rose makes
McClenahan & others oath that the Defendants are his
Servants and that the title of
the said is in him that they are unwilling to
defend he prays to be admitted to defend in
the room and stead of said defendants upon the
usual terms Lewis Rose
Sworn to in open Court 19th September 1826
John Lock Clerk
By his Deputy Lewis Berry

Ejectment

John Spears Lessee
vs
John McClenahan &
Alexander Graham
This day came the Lessee
of the plaintiff by his
attorney and on it being
made appear to the Satisfaction
of the Court from the affidavit of Lewis Rose
that he claims title to the same in dispute &
the said John McClenahan and Alexander Graham
are his Servants. Thereupon on Motion of said

Lewis Rose by his attorney he is admitted to defend in the room and stead of the tenants in possession and in lieu of Richard Fox the casual Ejector on his appearing to the Common Rule to confess lease entry and ouster in the plaintiffs declaration suppressed and insists on his title only on Trial. Whereupon George Gillespie Esquire undertakes for the defendant that in the Event that in this cause he shall submit and pay the condemnation as he will do if for him and the cause was continued until the next term of this Court

Circuit Court (Branch) June 1827

John Sprang Lessee
vs
Lewis Rose

This day came the defendant in this cause and filed his Original bill of injunction in this Court and on his motion by attorney it is ordered by the Court that further proceedings in this cause be enjoined on the defendants Entering into bond and security according to law: and this cause Continued accordingly

Circuit Court
September Term 1827

John Sprang Lessee
vs
Lewis Rose

The defendant Brooks saith that a part of the land included in the plaintiffs declaration and for which one of the tenants sued and for which defendant was admitted to defend was in possession of Lewis purchased by John Rose of the

6. Hyshaspan Sworn Sais and Saith that he is
to this affiant and that there is considerable
misprisonments on said fraction of Same
to fenchaus and said for as aforesaid

Lewis Rose

Sworn & Subscribed 18th Sept 1827

John Locke Clerk
By his Deputy James Berry

John Spencer Esqr

This day came the parties by
Lewis Rose their attorneys and by mutual
consent and with the assent of
the Court Commissioners are awarded the parties
respectively to take the depositions of the witnesses
upon any Judge or Justice of the peace for the
County whom said witness may chuse the depo-
of the plaintiff giving fifteen days & the
Defendant giving Seven days previous notice of the time and place of taking
the same in this State and 30 days like notice
for depositions in any of adjoining State
Came Hyshaspan was proving to court an appli
cation in writing of Hezekiah White setting forth
the County to which said White wishes this cause
to be removed for trial. The County of Bledsoe under
an act of the General assembly of the State of
Tennessee entitled an act to appoint Commis
sioners and an appeal to allowed to all suits brought
by Indians Citizens or those appeals
against fraudulent of same in the Hyshaspan
Gabriel papers at Nashville December 9th
1826 and the Court being satisfied this is a suit
brought by an Indian Person for same

purchasing in the highwayes district
Thereupon it is ordered by the Court that
this Cause be transferring to the Circuit Court
for the County of Rhea for final trial, and
that the Clerk of this Court make out a transcript
of the Record in this Cause and that send the
other papers in this suit remaining in his office
transmit to the Clerk of the Circuit Court of
Rhea County
Agreement of Costs in this Court $Sh 28¾

State of Tennessee
Rhea County } I John Locke Clerk of the
Circuit Court for Rhea County
Certify the foregoing Transcript of the Record in the
Case of John Tipton Lipsen against Lewis Rose
together with the amount of Costs am duly
Transcribed from the Records and on file in my
office and that all other proceedings thereto
and in any prosecution are herewith enclosed
In Testimony whereof I have hereunto set my
hand and private Seal of Office having an official
Seal at office This 1st day of January in Year 1828
John Locke Clerk

And afterwards Towit at a Circuit Court began
and held for the County of Rhea at the Court
house in Washville on the second Monday
February 1828.

In this cause George Gillespie bail of
the defendant is released from all liability in
that behalf and Rhea Williams Esqr
Came into Court and undertook for the defendant
that if he be cast in this suit that he will

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pay the Condemnation or that for the said
William Lyon will do it for him. And
by consent of the parties this Cause is Continued
and until the next Term. And by consent
Commissions are awarded to Him Generally
to take depositions of Witnesses before any Justice
of the peace, on the application giving the opposite
party fifteen days notice if the deposition is
taken in and thirty days notice if the depos
ition is taken out of the State of the time &
place of taking the same to be read &
notice or Leave Cow an plantiffs agent
to be deemed sufficient notice by Defendants.
And now towit at a Circuit Court began
began and held for the County of Hay
at the Courthouse in Brownsville on the Second
Monday of August 1828

The plantiff in this Cause
moves for a rule to Show Cause why the Record
in this Cause should be taken back to Rhea
County

And afterwards at the same Term
came the parties by their attorneys and it is
Ordered by the Court that the rule entered
in this Cause to Show Cause why writs in
this Cause should be taken back to Rhea
County be discharged. And thereupon came a
Jury towit. James Williston James Gallaher
Isaac Patton James Kearns Joel Hall Davis
Bell Samuel White James Gill Joseph
Lee John A Swang Alvin A Sharp and
Elijah Johnson who having been Elected
Tried and Sworn the truth to Speak upon

the issue Joining from rendering them Verdict
& any Capias until Tomorrow

And afterwards Viz on
Thursday came the parties by their attorneys
as well as the Jury hereafter Sworn in this
Cause who upon rendering a Verdict on further
Consideration until Tomorrow

And afterwards Viz on the Morrow
Came the parties by their attorneys as well the
Jury hereafter in this Cause who upon
their oaths do say the Defendant is not
Guilty of the Trespass and Ejectment in
Manner and form as the plaintiff in
his declaration has complained against him
Thereupon it is considered by the Court that
the defendant go hence without day and
recover against the person of the plaintiff
his Costs about his suit in this behalf
Expended

And afterwards Viz at the Same
Term, Came the parties by their attorneys and
On Motion of the plaintiff Counsel a rule
is Entered to Show Cause why a new trial
should be allowed which rule being argued
is overruled to which opinion the the plain-
tiff Counsel Excepts and pray an appeal
to the Supreme Court in the Nature of a
writ of Error, tendered to the Court a bill
of Exceptions and having Entered into bond
with James Cowan & Robert Gamble Secu-
rities an appeal is allowed
which Bond is in the words & figures following

12

Know all men by these presents that we John Ware Sepr of John Spears & James Cowan & Robt Gamble are held and firmly bound unto Lewis Rose in the penal sum of five hundred dollars to be void on condition that John Ware Sepr of John Spears doth with effect prosecute an appeal in the nature of a writ of Error prayed for and this day obtained to the Supreme Court in a cause depending in the Circuit Court of Pikes County in which the said John Sepr of said Spears is plaintiff and the said Lewis Rose is defendant. Otherwise pay and satisfy all costs that may be awarded for failure and abide by and perform the Judgment of said Supreme Court to be given in the cause

Witness Our hands and Seals this 28th day of August 1828

Witness
Wm Swan

James Cowan Seal
Robt Gamble Seal

And the Bill of Exceptions is in the words and figures following Towit

John Spears Sepr
D
Lewis Rose } Upon the trial of this cause the plaintiff introduced John G Williams Subagent of the United States for the Choctaw Indians who produced the original register of Life estate reservations from which it appears that the Sepr of the plaintiff registered himself for a reservation

under the treaty of July 8th 1817 between the
Cherokee Indians and the United States
in the words and figures following towit
1818 December 28th. John Speers in his own
right to include the place where John Millers
lives near the Cleggorn Jr in family." That
Speers had the Witness that he had living at
Highwapied Old town prior to the treaty of 1817
and had had his improvements then valued
and receive pay for the same from the
United States that Witness had the Cherokee roll
with him but Speers was not Enrolling that
Speers left the old agency and went to the
by order of the agency as interpreter. The
plaintiff then introduces Robert Gamble
who sworn that after the treaty of 1817 Speers
moving Sam Carey and lives at the old
agency upon the same now claiming and
Sued for by him that if Speers
reservation was so surveyed as to include the
house in which he lives from the period of his
removal to the place until he left it & also
land also the land which he cultivated during
all that time it would include the improvements
of Chisholm. The plaintiff then introduces
Robert Armstrong who proves that he surveyed
Speers reservation under authority of the United
States on the 30th day of August 1820 And
also surveyed Ropes reservation at the same
time by taking a point Equidistant from
them respective dwelling houses. Then which
point he drew the dividing line between them
leaving on Ropes side of said line his ~~one~~

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house and buildings and fury adjoining
the agency. that this Survey threw some of the
land cultivated by Rose into Spears Innovation
and also some of the land cultivated by Spears
into Roses Innovation that he made them
Surveys in this manner and by the order of
the Secretary was that that Rose provided against
ity- and notified him in writing that he
Claimed his Innovation to be surveyed so as to
include all his improvements making his
dwelling house as near the center as possible
The plaintiff then read the
Depositions of Graham and Barnes
by consent (as follows)
Isaac Graham deposeth and saith
that Same Cary removed from the highwayed
Garrison and settled within a Quarter of
a Mile of the old agency or there about in
the Year 1821 and
resided from then to the present Agency in
the Year
Question by pltffs agent. Tell what time did
you first see John Spears at Grand Encampment
Answer in the Year 1818
while they Live together as man & wife
Answer. they Lived under the same roof, but
I dont Know that they Lived as man & wife
It was the report that they Lived as man & wife
Was John Spears sued by Rose
Rose before Spears left the place
Answer. I cannot recollect as to that point
Question By the Same. Do you know of
any person taking forcable possession of any part of

Spears Reservation Claim
Answer I do not
Question by the Same At what time
did you settle in the neighborhood of the old
agency and how far did you settle from it
Answer In the Year 1820 15th day of May
and about one mile & a quarter from the Agency
Question by the Same
When did you first begin that time
Answer I living in the neighborhood of
Matthew Wolsinah Rhea County & Sumpson Valley
Question by the Same
What I living in the Sumpson Valley when was
your time Generally Spent
Answer Generally at home Sometimes on
short jaunts I was in the purchase
Question by the Same you in 1818
Answer I was Generally at home in the Valley
Question by Same
Was you at Sam Carys without Sing John
Spears Then
Answer he was always There in 1818
Question by Same, When did Spears leave the place
Answer In 1821 I think in February
Question by Same When did Benj settle There
Answer I think in March 1821
Question by Same, Did Spears go away Voluntarily
or was he forced or Threatned
Answer So far as I know he went Voluntarily
Question by Same, Were You in the Neighborhood
When he moved from the place
Answer I was

Isaac Mahan

16

William Barnes aforth and Sayth
That John Spriers Came down from high
Wasp a old fellow to the grany in 1819 at the
time of Jackson Treaty and I think Broke
that his knee from that time
By Ques. Did he Marry Jane ... Cary at that time
Ans I do not Know But understood that he
had Jane for a wife
Question by Same
Did James Spriers Remain at the highwasper
old town after John left it
And he Remained there one Season and Made a Crop
Question by Same Was he living there for himself
And, he was with his family but I Cant tell whether
he worked for himself or his father
Quest by Same What he Give that place to Shem
whom he Left it
And I do not Know
Quest by Same to the Aged
When John Spriers Left the Highwasper old
town did he Leave his family of Children
in prosperious of his Own
Ans. I think he did
Quest by Same how old was Shem Spriers at
that time
And Not Ever Sixteen or Near about that
Sworn to and Subscribed William Barnes
before me this 25th Jany 1826
Samuel Gamble J.P.

The foregoing Deposition was in the handwriting of Thos. J. Campbell by consent of the parties since the opening of [illegible]

T. J. Campbell for Plff
Pat. Cowan for Spears

Spears Depd.

Question by Lewis Robb } It is agreed between the parties that both they present that the above Deposition shall be read as Evidence in the above Cause without the formality of a separate Deposition

Question by Robert Gamble Depd to Which Gamble
Do you Know of a house Standing near the mouth of the Spring Creek in 1807-1808 if so State what you was made of & who Claims it
Ans. There was Standing near the mouth of the Spring creek which was used as a house for Storing provision or provisions was Depd there

Question by Same; Would the Loss of Spears Occupation as Claimed by him include the house above Spoken of
Ans. I think it would

Question by Plff by Same; Same
Do you Know of that house was built by the Genral Government
Answer I do not. by Plff for taken the above Deposition on behalf
Samuel Gamble Sr

The Plaintiff also produces the following Certificate of Spears Occupation have put proving it by James G Williams the Subjoins the following

Certificate of Spears Registration

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To whom it may come [illegible]
I John Sprins a Native of the Cherokee Nation
have [illegible] hereunto subscribed my name in
the office of the Cherokee Agent for a Section
of Land to include the plain where Stoke Miller
now lives on the Cherokee Agency on Hightower
River conformably to the Treaty concluded
between the United States and the Cherokee Nation
on the 8th day of July 1817 considering himself
under the protection & amenable to the
laws of the United States.
Given under my hand at the Cherokee
Agency this 28th December 1818
Witness Stokes Stoke G Williams sub agent
And also the following plat & Certificate having
sworn it by Robert Armstrong & Lewis

Armstrongs plat & Certificate

State of
Cherokee
Agency
By virtue
of the
Eighth
article
of the
Treaty
concluded
between
the United
States &
the Cherokee
Nation
of the
8th day
of July
1817
I Robert
Armstrong
Interpreter
for the
Cherokee
Agency
do hereby
certify
that I
have
surveyed
for John
Sprins
a Native
of the
Cherokee
Nation
a Section
of Land
to include
the plain
where he
now lives
on the
Cherokee
Agency
on Hightower
River

ee Nation
- in
Section
e Mille
High
Concluded
Nation
hereof
to the

ten

rule agree
: having
65

State of Connessee

The undersigned Commissioners & Surveyors duly authorized have Legally agreeably to the Terms of the Treaty Concluded at the Cherokee agency on the 8th day of July One Thousand Eight hundred and Seventeen and a treaty Concluding at the City of washington on the 27 day of February one Thousand Eight hundred and Nineteen between the United States and the Cherokee Nation of Indians Surveyed and Laid off to John Spears Six hundred and forty acres of Land including the mouth of Second a Rock creek Corresponding with the Registration of his Claim filed with the Cherokee agency on the 28th day of December One Thousand Eight hundred and Eighteen bounded as follows Viz Beginning at a large sweet Gum on the north Bank of Hightower River Corner with Lewis Ross Twenty Eight poles below said Ross ferry Landing and one hundred poles above the mouth of said Creek thence North forty two degrees East with a line Corner Equidistant between said Ross and Spears improvements two hundred and forty two poles to a Stake and three Hickory & poe indes on the side of a gravelly Ridge thence North one hundred & Sixty six poles to a Small black jack thence West four hundred poles to a hickory Corner said Creek at two hundred and fifty nine poles thence South Two hundred and forty poles to a hickory and hackberry on the South side of the River Just below the Mouth of a Branch thence up the River as it meanders two hundred and fifty poles to the Beginning Corner thence

Mouth of the Creek at one hundred and fifty two poles including his house and improvements Surveyed 30th day of August 1820—

Wm Saylor
Ruby N. Gholson S.C.C.

R Houston
Rebt Armstrong
Surveyor

Plaintiff also introduced Caleb Starr who proved that he had been well acquainted with Lewis Spears from his childhood that he had never heard him speak English nor did he believe he could speak the Language but believes he understood some things in the Language that John Spears lived long before and at the time of the treaty of 1817 at Highwarper old Town that after that treaty he removed to the agency and Resided there ever that in the Summer of Witness John Spears was on a tour of business thro a part of the Cherokee Nation and on their return Spears went to Highwarper old town where his family was and after Spears first went to the agency he frequently passed to and fro between the agency and Highwarper old town—

Jeremiah N. Conrad was then sworn by Plaintiff who sworn that he had long been acquainted with Lewis Spears but never heard him speak English that he had asked him to speak English but he said he could not that Lewis Spears would not be as liking to speak English to Witness as other Common Witness unacquainted Cherokee

Reservation

Heirs of Spears

1110 73.

Disallowed

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To whom it may Concern

John Spears a Native of the Cherokee Nation has this day Registered his name in the Office of the Cherokee Agents. for a Section of Land. To include the place where John Miller know lives near the Cherokee Agency on Hightowee River Conformably to a treaty Concluded between the United States & the Cherokee Nation on the 8th day of July 1817 Considering himself under the protection and amenable to the Laws of the United States, Given under my hand at the Cherokee Agency this 28th Dec 1818

Return J. Meigs

R. Williams

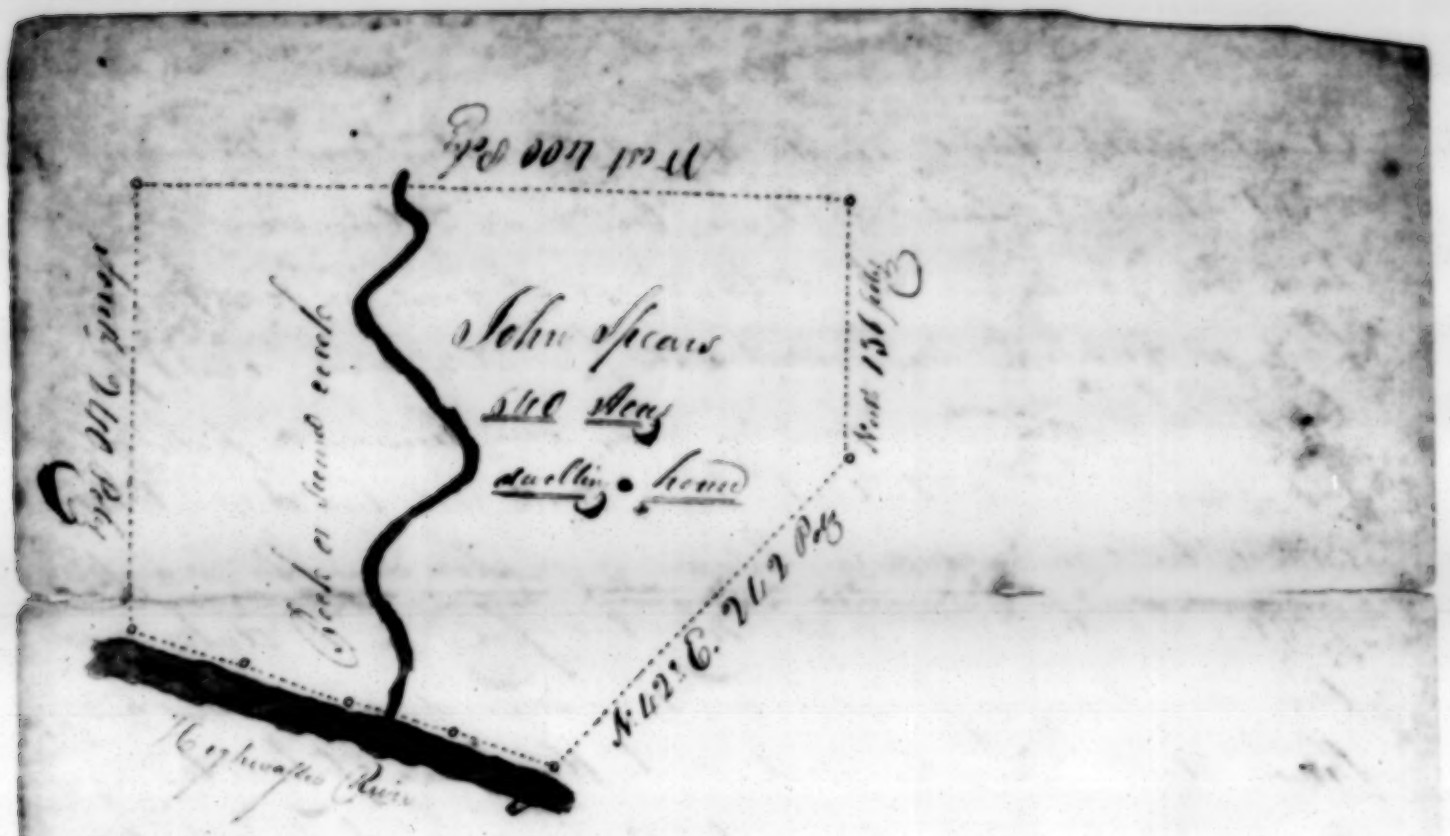
Sub Agent

John Spears Papers

John A Spears'

Plat of Land Surveyed

840 Acres



State of Tennessee

We undersigned Commissioners and Surveyor (duly authorized) have agreeably to the terms of a Treaty concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and twenty-two and a Treaty concluded at the city of Washington on the twenty seventh day of February one thousand eight hundred and nineteen. Between the United States and the Cherokee Nation of Indians surveyed and laid off to John Spears six hundred and forty acres of land, including the mouth of Rock or Keener creek corresponding with the registration of his claim filed with the Cherokee

Agreed on the twenty eighth day of December one thousand eight hundred and eighteen; bounded and counted as follows (viz) Beginning at a large sweet gum tree on the North bank of Highwassee River, corner with Lewis Ross, twenty eight poles below said Ross' ferry landing and one hundred poles above the mouth of said creek: thence North forty two degrees East with a line of marked trees equidistant between said Ross and Swan's improvement, two hundred and forty two poles to a stake and two marked as pointers on the side of a gravelly ridge thence North one hundred and sixty six poles to a small black jack: thence West four hundred poles to a hickory; crossing said creek at two hundred and forty nine poles: thence South two hundred and forty poles to a hickory and hackberry on the bank of the river just below the mouth of a branch thence up the river as it meanders two hundred and fifty poles to the beginning: passing the mouth of the creek at one hundred and fifty two poles. Including his house and improvements.

Surveyed the 30th day of August 1820.

David Taylor C.C.
Wiley Gilliam

Robert Armstrong
Surveyor.

John Shears Lessee Ejectment.

Lewis Ross. } This cause being transferred from the Circuit Court of Knox County Tennessee the Record and proceedings had in that Court was filed in the Office of the Clerk of the Circuit Court of Knox County, on the 18th day of January 1828 at February term 1828 of said Court, the cause was continued, and Commissioners awarded to take the Depositions of witnesses &c, — at August term 1828 — a jury was impannelled — and a Verdict and judgment for the Defendant &c, and an appeal taken to the Supreme Court of Error and appeals — for the State, at Knoxville — James Cowan & Robert Hamblen being security for the prosecution of the appeal — This Memorandum is taken from the Record

Test Thos Emmerson Clk

1818	No. of Reserv.		No. in Family	
Dec. 28	157	John Speers (a native)	7	To include the place where John Miller lives, near the Cherokee Agency.

I certify that the above is a true copy of the entry of John Speers, a life interest Reserve, as it is entered on the Register of Life Estate Reservations kept in this Office.

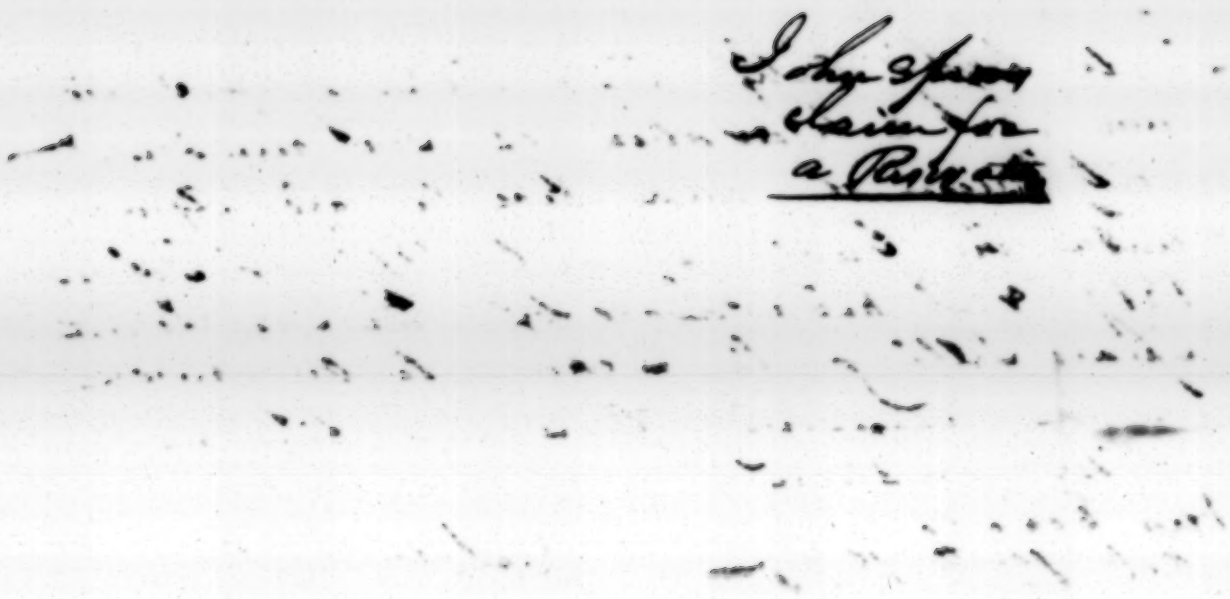
Given under my hand & private seal, there being no Seal of Office, this 13th day of March 1837

(Seal)

for Nat. Smith, Supt. C. Rem.s

J. Newton Hetzel, Clerk

Certificate 4
of Jno Speers
Reservation



I do hereby certify that John Spears did enter for & in relation of six hundred forty acres of land near the old Agency under the Treaty of July 1817. or February 1819. & I never heard of the said John Spears selling the same to any person or of transferring the same in no other, whatever

New Echota
Oct. 15th 1836

Caleb Starr

State of Georgia } Personally appeared before me
Cass County } K W Hargrove Judge of the
Inferior Court in said County Caleb Starr and
made oath that he was well acquainted with
John Speers a native of the Cherokee nation
that he resided in the Land ceded by the treaty of 1819
that he was the head of an Indian family, & that he took
a Reservation under the treaties of 1817 & 1819, near the
old Cherokee agency, North of Hyiwassee, & where he lived
after the Agency was moved to its present place, he then
being Interpreter for the Government was compelled
to go with it, but left his family temporarily, with a
tenant— Lewis Ross took a fee simple Reservation
& included Speers land ——. Ross Reservation
was taken under the treaty of 1819— Ross sued Speers
and by some means, I believe by his superior tact, intelli-
gence, management & his numerous friends succeeded
against Speers. Speers never Rec'd anything for it
nor do I believe he ever sold it in any way—
his son James Speers sold 2 out improvements to Gov-
ernment Minus ——— agent for the Govt for the
sum of nine hundred Dollars, which had nothing to do
with John Speers Reservation—
sworn to & subscribed before me
this 28th January 1837

Caleb Starr

K W Hargrove J.I.C

8 B 8

Col Stanns

Affdt in

Speers Case

Cherokee agency East

Nancy Spears a native Cherokee woman on Me oath that Arla or Arky Miller wife of David Miller is her daughter, and the daughter of John Spears dec? who was at the time of the birth of the said Arla and for some years before the husband of affiant, and affiant resided with him for some years after the battle of the horse shoe where he was wounded, and on his return home, took affiant and her small daughter the said Arla to his house, and acknowledged and recived affiant as his wife and the said Arla as his daughter and so continued to treat and ac-
=knowledge them until affiant had a son afterwards born by him when he abandoned affiant and took another woman as wife

Sworn to & subscribed before me this 11th day December 1837

Nancy + Spears
mark

Test
Wm W Wilson ass of commissioners

Nola Miller
Case,

Mary Spears
Dep.

State of Tennessee, Bradley County, ss.

James Rowan being duly sworn - deposeth & saith:-
That when Gen! Jackson came on to open the negotiation for
the treaty of, 1817, he sent for John Ofeard, a native of the Cherokee
Nation, and had said Ofeard appointed Interpreter: That when
said Ofeard came to the agency before the Treaty of 1817, he
boarded at first with affiant who then resided at the Agency
and kept a public House, and affiant became intimately
acquainted with said Ofeard: That Ofeard married & lived
with affiant a short time, when he moved & took [illegible]
the house of Nine Towns the mother of John Ofeard, whose name
is mentioned in said Ofeards certificate of Registration - Not long
after he moved to his township, as aforesaid, he married the
said Nine more married, and they continued to live together
as man & wife until the death of the said Nine which
occurred, I do not recollect: That affiant left the agency
of, 1817, and, when Ofeard left the agency, he
he had settled with his family, as aforesaid, near the Hiwassee
Ofeard; and about December, 1818, he applied to me to enter for
a Reservation at the place where he resided, under the provisions
of the Treaty of 1817, — That sometime after Ofeard applied for
the certificate, the Surveyor came to run out the Reservation
as provided by Treaty of 1819; and that Ofeard claimed
to Ofeards reservation being run according to his Register, or
that his reservation under the Treaty of, 1819, would [illegible]
entitled to be taken by Ofeard. The surveyor did not [illegible]

REPRODUCED AT THE NATIONAL ARCHIVES

made the Lessee — Polk Told Critchlow and Authorized the
[illegible] to Just — C. Calhoun, the Secretary of War, a
[illegible] after an examination of the case, directed the Surveyor
[illegible] to [illegible] the Surveying and Location of [illegible]
[illegible] a line equidistant between the dwelling of Polk and
[illegible] giving Polk the Lands, for his building & fencing as speci-
[illegible] in the Treaty of 1819 — and keeping off Chero[illegible] claim-
[illegible] to establish his improvements as near as practicable, as a
[illegible] between the Cherokees & the line between Polk & [illegible]
[illegible] Commissioners Surveyor, did accordingly, in August 1820 as appea-
[illegible] from records, by off Surveyed & the location - with which
Polk was dissatisfied - and he employed a Surveyor to [illegible]
to [illegible] Location & the records, by which he covered the
[illegible] Treaty Cherokee Reservation.

Sicum continued to reside on & cultivate possession of his Reser-
vation until after the Treaty, 1820, or the beginning of 1821, when under
the orders of the Secy the Line agent was removed from the old to the present
Agency, as Interpreter to the [illegible], which office he held before from the time
of becoming Chief, and continued to hold until his death in 1828 or 1829,
as agent or assistant — A few days after his removal, his house with the
Furniture on his Reservation was burnt down & destroyed — and it was
[illegible] by many at the time, that the [illegible] destroyed in order to
prevent him from deriving possession of his Farm by a Tenant.

When the State of Tennessee came to survey & dispose of the
Lands in the Hiwassee district, Sicum & his agent disregarding Chero[illegible] claim -
surveyed the Land covered by his claim & sold it at the Land sale in 1820,
and the citizens of Tennessee, at least some of them - became interested to

defeat Spears claim — and the result shows what was their reasons

Some short time after Spears removal, as aforesaid, being unable to get satisfaction of his Reservation, a suit was instituted, in the circuit Court of Clay County, in which said tract was situated, and the title declared by Grant from the State to the purchaser, pursuant to Spears application. Afterwards, and about 1826, Spears commenced a transitory suit for the recovery of his reservation, which was tried in the circuit Court of Jackson County, and Spears claim was rejected, and finally, as Affiant has been informed, but this was never, prosecuted to the final test Spears had in view, and the Reservation, — the Affiant is confident he never had any such, as he, Affiant, was well acquainted with their claim, and had long, portion of time, if such had been the fact.

Affiant further states that said Spears was a man of

Spears Title

1825,

to the

Tract

in

1824,

to

correct character and veracity for his Reservation, many persons of the highest Town: Other persons, he believes to being known to Affiant, as well as Affiant was well acquainted with their character, and had long

Affiant further states that said Spears was a man of

disposed character — that he had served the United

in the war of that time received a wound of

the thigh which lame him during life.

Sworn to & subscribed
this 15th March, 1838, before me
[illegible]
one of the commissioners

Thomas Gordon

State of Tennessee, Bradley County. ss.

David Taylor makes oath – That he was well acquainted with John Gibson, a native Cherokee of the head of an Indian family that said Gibson resided at the old Agency at the time of the treaty – held the office of Interpreter under the Agent, and continued to reside at & enrolled the office of the Agent was removed to the present location, where he remained until the Agent was instructed, and removed to the West side of the River – He registered for a Reservation under the Treaty of 1817, at the place where he resided near to Agency. Lewis Ross had a Reservation granted to him in the Treaty of 1819, at, and to include his dwelling, the ferry at the old Agency. Affiant was appointed a Chain Carrier to assist Surveyors in the survey of Reservations and when Ross went to survey Affiant assisted Ross in the location according to the location in the Register. Ross entrusted the warrant to Affiant to the Head Surveyor, who the Commissioners to have said Ross entitled to a Reservation a Lie exceeding Sixteen Years – given Ross his Warrant, & Surveyed the same, as granted to him in the Treaty of 1819. ~~[illegible]~~

~~[illegible]~~

The Surveyor accordingly laid off to Ross his Reservation.

Ross's claim was disregarded – and to have a Reservation, was surveyed twice by the Head Surveyor.

Ross's claim was afterwards [illegible]

[illegible] County of Tennessee, as affiant [illegible] been
sworn and; [illegible] what [illegible] he does not [illegible]
[illegible] to & subscribed this
15th March 1837, before me
Wm. H. Thorn

his
David X Taylor
mark

[illegible] of [illegible] in [illegible] said Co.

David Taylor's
Affidavit

State of Tennessee, Bradley County, S.S.

John L. McCall being sworn deposeth & says — he became acquainted with John Spears, a native Cherokee man, in the time of the war between the United States & the Creek Indians — that said Spears was in the service of the U.S. in said war, & received a wound through the body at the battle of the Horse Shoe of the effects of which he (Spears) died a cripple thereby —

About the time of Jackson's treaty he settled at the old Agency, and was appointed Interpreter which office he held during the remainder of his life. Under the provisions of the Treaty of 1817, he registered for a reservation at the place where he resided, near the Cherokee Agency. He married here Comy. Domestic after he went to the agency, with whom he lived during the remainder of his life, but had no children by her — She had children by another, a other woman — He resided on his reservation until the office of the agent was removed, & he removed with the agent as Interpreter — but did not abandon his reservation claim, for he always entended to claim & hold it as he has often told affiant.

In the Treaty of 1819, a Reservation was granted to Davis Ross, at the old agency, which conflicted with Spears claim — Ross objected to Spears Reservation being laid off & appealed to the Secretary of War, who directed the two Reservations to be laid off by running a line between the dwellings of the Two, which was done. Ross was dissatisfied and had his Reservation re-surveyed —

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affiant has been informed, and believes the fact to be so, that the land included in Pleas of in was surveyed and sold by

affiant further states, that Spears never owned or resided on, to the knowledge of affiant — that he never obtained, sold, encouraged, or received pay for his relinquishment, in his life time, as affiant believes; nor does affiant believe his heirs, since his death have or ever will any claim, or receive any thing therefor.

Subscribed and sworn to this 15th March, 1838, before me

John Lee Carter

the Court

for Irving County.

Jno. L. Hartz's

Deposition

State of Tennessee
Bradley County

James Spear makes oath that he recd for im-
provements valued in 1818, the sum of eight or nine hundred
dollars — One of the improvements was at Hiwassee old Town,
the benefit of which his father John Spear had given him —
the other improvement valued he supposes was the old place
on which they had lived on the waters of Chestowee — The
money for the said improvements was paid by Governor
McMinn, & received by affiants father John Spear who paid
it over to affiant — The improvement at the old agency
where affiants father took his Reservation never was
valued & paid for by the Government, to the knowledge of
affiant — Affiant further states that his father John
Spear never sold, conveyed, or received pay for his said
Reservation, in his life time, nor has his heirs sold, con-
veyed, or received pay for the same, or any part since
his death.

Sworn to & subscribed
this 17th April 1838, before me
Wm H Shain
Justice of the peace

his
James X Spear
mark

Jay Shaw's
affidavit

State of Tennessee, Bradley County.

Caleb Starr Starr states in explanation and in addition to the his affidavit heretofore made in relation to John Spurr's Reservation claim — That when said John Spurr removed to the Agency, as stated, he had two improvements, one at Hiwassee old Town on the North side of the Hiwassee River on Spurr's creek where Columbus now stands, and the other on the Waters of Chestuee creek about five or six miles North of Columbus. That said John Spurr told affiant that he had given said improvements to his son James Spurr, and affiant knows that he did so, and that said James Spurr enrolled for Arkansaw and sold said Claim to Gov. McMinn, who was Agent of the government; and that affiant saw the money paid for the same, and saw James Spurr execute a receipt for the same, which receipt was witnessed by affiant as he now remembers — affiant states that when the money was paid there was in the office Gov. McMinn, said John Spurr & his son James Spurr and affiant — and affiant saw said James Spurr get the money & put it up, and said John Spurr told affiant that it belonged to said James. The amount was nine hundred dollars, and the payment was made in the Fall of 1818 — affiant further states that said John Spurr had no other improvements than those named except the one where he took his Reservation, which one he never sold to the knowledge of affiant, and if he had sold it affiant would have heard of it, for affiant

was about the Office generally at that time, and for some time before and after, and was acquainted with the business of the Office as well as the agents thereby.

Sworn to & subscribed
this 17th March 1838, before me
W. W. Miller
one of the Commissioners

Caleb Starr

Caleb Starr's
additional
affidavit
Pearl Revocation

Mala Mullens

Case.

For Taylor's

Defe.

Cherokee Agency East

Lea Taylor makes oath that he was well acquainted with John Spears in his life time, and with Sara, or Saracy and Ada or Ada the present wife of David Miller that said Spears, Saracy & Ada were all Natives of the Cherokee Nation and as such entitled to the privileges thereof that the said Saracy is the mother of the said Ada, - that for some time before Ada upwards of One year and for many years after the birth of said Ada the said Spears kept and treated the said Saracy as his wife and owned and acknowledged the said Ada as his daughter and she has always since been known understood and called the daughter of the said John Spears - said Spears dec'd since departed this life

Sworn to & subscribed before me this 12th day Sept 1851
Lea Taylor
I certify that I was acquainted with the deponent

To the Honorable John Kennedy, Thomas M. Wilson and James Liddell, Commissioners, &c.

The petition of James Ellis and Joseph Ellis and Archibald Ellis, heirs of John Ellis, deceased.

Respectfully represents That their father the said John Ellis, who was a native Cherokee and the head of an Indian family, Registered his name in the office of the Agent, in the Register of Cherokee reservations, for a reservation of 640 acres of land on the North side of the Hiwassee river, including the Town where John Mills now lives, and the ferry now kept, conformably to the provision of the Treaty made and entered into between the United States and the Cherokee Nation on the 27th day of February 1819; and on said Reservation they did live at the time of the death of their father; that he was entitled, in the capacity of a Cherokee Head of a family, to the said reservation from the date of Treaty, and continued to live on and occupy the same until the year 1838 or 1839; that the said reservation was sold by the Cherokee Nation, and the Cherokees removed from the country, and when the office of the Agent was removed from the Agency and fixed at its present location, and the said John Ellis removed from his place, Tennessee, and was appointed by the Agent, as Interpreter, as aforesaid.

That in the Treaty of 27th February, 1819, a tract of land of 640 acres of land was granted to Lewis Ross, at the upper end of Chickamauga Island, including the dwelling, the public buildings, ferry, &c. — That Lewis Ross

REPRODUCED AT THE NATIONAL ARCHIVES

[illegible] to the terms of the treaty of 1817
[illegible] Secretary of War, who after
[illegible] by receiving a list of the Districts
[illegible] Commissioners thereupon
[illegible] the instruction of the
[illegible] August, 1820, by the Secretary
[illegible] which duties, Mr. was directed
to proceed another Surveyor to the Reservation
[illegible] to which no-
[illegible] Mr. claim formed upon the Reservation
[illegible] upon request, as aforesaid.

That a few days after said Thomas removed, as aforesaid
[illegible] Agent & Interpreter, his dwelling house & other buildings
on the Reservation were burnt down & destroyed by some
person or persons unknown, afterwards, to take possession
either by himself or tenant, and he was ever after kept out.

That as these claims may be fraudulent, and unjustly an
[illegible] part of the Tonawanda Reservation of the Tuscaroras
in the Genesee District - this claim was disregarded - apart
of the land covered by his Patent at the time was purchased by the authori-
ties of the United States, and at that sale in 1820, and thus
[illegible] the Pretensions of Thomas became entirely divested
[illegible] claim in said Tonawanda County; and in the event
[illegible], effectually once for.

To assert his right, and regain possession of his Reservation, said Thomas brought two actions of Ejectment in the

[illegible] county of Cherokee, the first of which was tried in the circuit court of [illegible] and resulted against the defendants. The second was tried in the circuit court of Sharp county, when the title of said Ellis was again defeated, and the judgment of said court was finally affirmed by the Supreme court of the State of Tennessee.

That said Ellis was deprived of his just rights, and of the benefits intended to secure to him by the treaty aforesaid, and the same was taken and held from him, by the decisions of the courts of Tennessee, although the said Ellis had in all things complied with every thing required of him by the treaty aforesaid, and although he had never abandoned or forfeited his rights in any manner whatever.

That petitioners are entitled to the aforesaid quarter section of land in the aforesaid reservation.

That they may have awarded them by the [illegible] Reservation under the provisions of the [illegible] treaty between the United States and the Cherokees — That they may be repaid the [illegible] damages, which their ancestor has unjustly sustained — and that they may be fully indemnified for the loss of their said [illegible]

And as in duty bound, &c.

[illegible]

Pres. the

Bro. etc:

Petition

Des Spanish Minister

for Restoration

The claims of James Speir & Archibald Speer Heirs of Edmd Speir Dec? & of John Speir Dec? for the value of a life Estate reservation for 640 acres of land near the Cherokee Agency, on Sticklers Cap Creek, under the treaty of 1817, which reservation was taken on the 28th Decr 1818,

The petitioners allege their ancestor John Speer Dec? their father was the head of an Indian family and that he took a reservation in the Office of the Agent for 640 acres of land, on N. north side of John Sticklers Cap Creek, to include the place where John Miller lived, near the Cherokee agency conformably to the treaty of the 8 July 1817, & that their ancestor resided on the territory Ceded by the treaty of 1817, & that thereon at the time the said reservation was taken, that he was acting in the Capacity of Interpreter at the Cherokee agent, which office he held from the time of the treaty of 1817 up to the time of his death 1828, or 1829, & that he continued to reside on S? Reservation until the 1832, when the Office of the agency was removed from the Old agency and fixed at the agency of Gen Geo Gilmer, & that Speers removal they allege temporarily & accompanied the agent as before stated,

They further allege, that by the treaty of 27 July 1819 a fee simple reservation was therein granted to Lewis Ross, at the agency, to include his Dwelling, the public buildings of Ferry, that Ross objected to Petitioners ancestors Reservation being run according to the terms of the treaty of 1817, made application to the Secy as above, who directed the survey to be, by the S? Reservations, by running a line East Distant between the Dwellings of Ross & Speer, with which survey so made Ross was dissatisfied & he procured another survey & the next survey was so run as to, cross, a part of Speers Reservation, that after days after Speer removed as aforesaid, & the agent as before stated

REPRODUCED AT THE NATIONAL ARCHIVES

he Stores and the buildings were burnt down & an
destroyed by some person so that he was unable after as
wards, to take possession of the by himself or tenants
and he was ever after kept out. that afterwards
the State of Tennessee sold the lands in 1820, to some
of the Citizens but it, that afterwards the P. Johnson
Spears brot 2 actions of Ejectment, in the Courts of Tennessee
the first decision was had in the Circuit Court of
Blount County and decided against P. Johnson Spears
Decd. then and there, the second suit was had in
the Circuit Court, of Knox County when the title
of Spears was declared, and the judgment of P. Comp
was affirmed by the Supreme Court of the State
of Tennessee

Caleb Starr a witness proves when Johnson
Spears first went to the agency, he had two improve
ments at Step hill Cassina Old Towns on the north side of
R. River, about 4 miles above Chambers that
Spears P. had gave P. improvements to his son Chl.
Spears (one of the now Claimants) & that Chl. removed for
Arkansas, & that he sold P. improvements to
Govt. Merriwether agent for the Govt for $900. or $
apprehends saw the money P. in the fall of 1816, &
after the gift to his son, Johnson Spears had no other
improvement except at the agency

William Barnes a witness
testifies that John Spears before 1819 had lived at
Hog Wasps Old fields, he left his family & Children
there & Jesse who got the $900 was about Seven
years of age only & the rest of Johnson Spears Children
Isaac Mahon testifies that John Spears was settled
& fixed in his place in any way he would away
voluntarily & settled on the neighbourhood
when he went away from the spot in this Cause
it appears, that Spears abandoned
the place taken as a reservation in 1818 as

and more effectual [illegible] directed with, that he took legal
actions of Ejectment and endeavored to recover
the Reservation
land & premises both in Athens & Knox County
the prop.ty of Knox County assumed in the Supreme
Court which is persuasive that his claims was not
made founded & by the proof it appears that Spears
had a right to take his reservation at Shyhillsp.
Ohio town, & no where else, but instead of doing so
he gave the value of them improvements amounting
to $900 to his son abt eighteen Years Old, & then
pre-emption
entered for a reservation & otherwise speculated on
the Govt & taking the whole proof into
consideration in this case, we are clearly of
Opinion S.P. Claimants are not entitled to
compensation for S.P. Reservations as unexpired
land & dismiss the Claim thereon

Opinion on the case
of Louis Klein for a
Reservation

STARR, CALEB

7-45

$1^{1}1^{2}3^{3}2^{4}1^{5}$ James Taylor. Sallie Reese.
2 Richard Taylor. •
OK 3 Jennie Taylor. Thomas Jefferson Pack.
4 Nannie Taylor. Levi Timberlake.
5 Susie Taylor. • Charles Thompson.
6 William Taylor. Elizabeth Grimmett and Margaret Halfbreed.

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7 Margaret Taylor. •
8 Nellie Taylor. •
9 Charles Taylor. •
10 Nannie Taylor. John Martin and John White.
$1^{1}1^{2}3^{3}3^{4}1^{5}$ Ruth Parks. Dickson Price.
2 Almira Parks. • James Price.
OK 3 Jennie Parks. •John Langley and Joseph Collier.
4 George Washington Parks. Louisa Spriggs.
5 Thomas Jefferson Parks. Mary Ann Thompson.
6 Richard Taylor Parks. Sarah Elizabeth Day and Sarah Elizabeth Grigsby.
7 Calvin Parks. Almira Wilson and Arie Hildebrand.
8 William Parks. •
9 Mary Ann Parks. William Conway Day.
10 Robert Calhoun Parks. Clara Rider.
11 John Ross Parks. •
12 Samuel Parks. • Sarah G. Taylor.
$1^{1}1^{2}3^{3}4^{4}1^{5}$ John McDaniel. •
2 Catherine McDaniel. Lewis Keys.
OK 3 Margaret Ann McDaniel. Bluford West Starr and William Pettit.
4 Samuel McDaniel. •
$1^{1}1^{2}4^{3}1^{4}1^{5}$ Thomas Lewis Rider. Amelia Alberty.
2 Nannie Rider. David Thompson.
OK 3 Elizabeth Rider. John M. Smith.
4 Caleb Starr Rider. Elsie Price.
5 John Rider. Rachel Smith.
6 Ezekial Rider. •
7 Bluford West Rider. •
8 William Rider. •
9 Ellis Rider. •
10 Charles Austin Augustus Rider. Mary Ann Bigby and Sarah Jane Forrest nee Nix.
11 Laura Narcissa Rider. King Fulsom, Byron Boynton and Charles Pritchard.
$1^{1}1^{2}4^{3}2^{4}1^{5}$ Joseph Starr. Nannie Reese and Rachel Guess.
OK 3 Fields Starr. Mary Reese.
4 Washington Starr. Mary Ann McCoy.
8 Samuel Starr. • Laura Davis.
10 Mary Starr. Andrew Digiesky.

11 Leroy Starr. •
12 Rachel Starr. John Walker Starr.
14 Jennie Starr. John Francis Marion Christie.
16 Caleb Starr. •
18 Lucy Starr. George Washington Adair and William Russell.
19 Sallie Starr. Ephriam Martin Adair.

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2 Thomas Starr. Catherine Reese.
5 Bean Starr. •
6 James Starr. Araminta Rider nee McCoy, Akie Nelowie and Elmira Starr nee Fields.
7 William Starr. Nannie McPherson.
9 Ellis Starr. • Catherine Justice.
13 John Starr. •
15 Ezekial Starr. • Amanda Terrell, Caroline Smith and Elizabeth Lee nee Smith.
17 Pauline Starr. Charles Bushyhead,• Richard Drew and Samuel Campbell.

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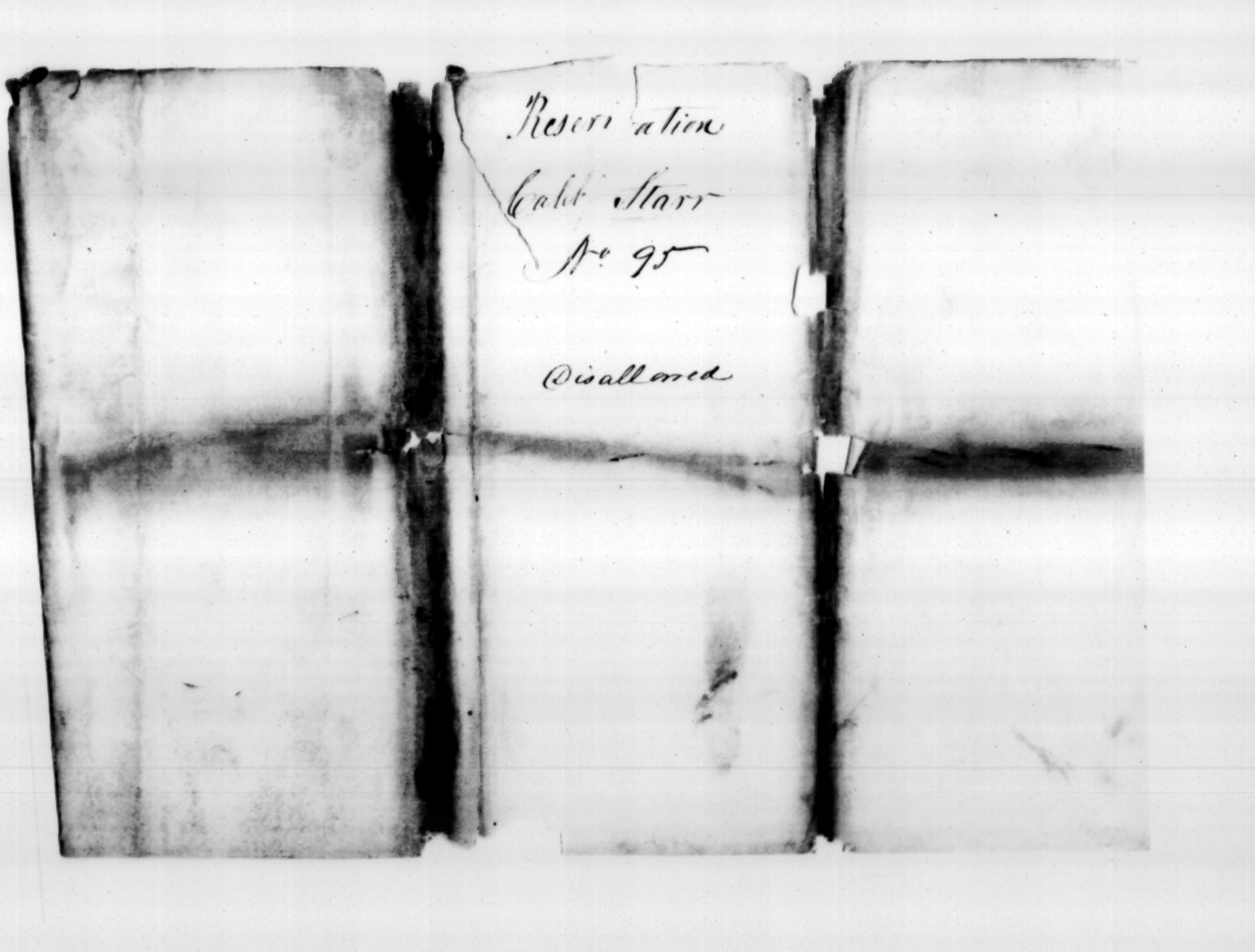
20 Nannie Starr. Buck Girty and Jug Davis.
$1^{1}1^{2}4^{3}3^{4}1^{5}$ James Starr. Lettie Boyd Chambers.
2 Ellis Harlan.
OK 3 Richard Taylor Starr. •
4 Nancy Jane Starr. Joseph Chambers.
5 Bluford West Starr. Margaret Ann McDaniel.
$1^{1}1^{2}4^{3}4^{4}1^{5}$ Margaret Bean. John Gott.
2 Elizabeth Bean. Risden Johnson.
OK 3 Caleb Starr Bean. Mary Ann Thompson.
4 Nannie Bean.
5 Mary Bean. Edward Johnson.
6 Rachel Alzira Bean. Josiah Matthis•.
7 Joseph McMinn Bean. Sarah Finley.
8 Susie Deborah Bean. James Warren Adair.
9 Sarah Emily Bean. Benjamin Franklin Goss.
10 Lucinda Bean. John Harrison Paden.
11 John Ellis Bean. Henrietta Danenburg.
12 Mark Bean. Victoria Texas Wright.
$1^{1}1^{2}4^{3}5^{4}1^{5}$ Ruth Starr. John Griffith Harnage.
2 Caleb Starr. Lucinda Griffin.
OK 3 Elizabeth Starr. Ellis Buffington.
4 Leroy Starr. Cynthia Vann.
5 Sarah Starr. John Wilson Mayfield.
6 Nannie Starr. • John Ragsdale.
7 Ellis Starr. Susie Dougherty.
8 John Walker Starr. Rachel Starr and Elmira Fields.
9 James Starr. Sarah Byers, Emma Jane Evans nee Rider.

Gen. Returns C. Meigs

Dear Sir

August 24th 1814 James Starr

REPRODUCED AT THE NATIONAL ARCHIVES


Reservation
Capt Starr
No 95
Disallowed

Power of attorney
from Caleb Starr
to Ezekiel Starr.

Know all men by these presents that I Caleb Starr of the Cherokee nation, West of the State of Arkansas, do nominate constitute and appoint Ezekiel Starr of same nation, my true and lawful attorney for me and in my name, to ask for and procure from the Government of the United States of America, or the proper agents of the said Government, and to receive from the said Government or her lawfully appointed agents or officers all sum or sums of money to which I am entitled for and on account of money by me paid to the State of Tennessee on my reservation claim of 640 acres of land, which sum of money under the Treaty of 1835, between the Government and the Cherokees, is to be refunded to me. and my said attorney is authorised and empowered to do all lawful acts in and about this premises, as I might or could do were I personally present —

And he the said Attorney an attorney or attorneys under him the said Ezekiel Starr for the purposes aforesaid to make and appoint. and at every such appointment at his pleasure to revoke. hereby ratifying and confirming all and whatsoever my said attorney, shall, in my name, lawfully do or cause to be done in and about the premises by virtue of these presents

In Witness Whereof the said Caleb Starr hath hereto subscribed his name and affixed his seal This

day of in the year of our Lord one thousand Eight hundred and forty four

Witness

Geo. W. Chandler

[illegible]

REPRODUCED AT THE NATIONAL ARCHIVES

State of Arkansas
County of Washington } ss—
Vineyard Township

On This twenty fourth day of January
in the year of our Lord one thousand
Eight hundred and forty four personally
appeared Caleb Starr (the person signing
the forgoing Power of Attorney, before me as
an acting Justice of the Peace for
Vineyard Township County Washington
and stated that he had executed
the forgoing Power of Attorney or
Instrument of Writing for the
purposes and considerations therein
mentioned —
Acknowledged before me the day
and year above written

Jas A Chandler as J.P.

State of Arkansas
County of Washington }

I Benjamin F Pierson, Clerk of the
Circuit Court of Washington County, State of
Arkansas, do hereby certify that Jacob
Chandler, before whom the above acknowledgment
was made & whose name is thereto signed
was at the time thereof, an acting Justice
of the Peace, of Washington County, Arkansas
duly commissioned and qualified.
Given Under my hand and seal of
Office this twenty fifth day of January A.D. 1844

B. F. Pierson Clerk

State of Arkansas
County of Washington

I Thomas Wilson Presiding Judge of the County Court in and for the County & State aforesaid do certify that Benjamin H. Pierson whose name appears to the foregoing instrument of writing or certificate is Clerk of the Circuit Court Clerk of the county court & ex officio Recorder in and for the County and State aforesaid and that his signature is Believed to Be Genuine that full faith and credit ought to be given to all his official acts is Entitled to full faith and Credit as Clerk as aforesaid and that his certificate is in due form of Law

Given under my hand as pres. Judge
It is 25th January A.D. 1844

Thomas Wilson P.J.
Judge

State of Arkansas
County of Washington

I Benjamin H Pierson Clerk of the Circuit Court & ex officio Clerk of the County Court within & for the County & State aforesaid do hereby certify that Thomas Wilson whose signature appears to the foregoing certificate is presiding Judge of the said County Court that his signature is believed to be genuine and that all his official acts are entitled to full faith and credit



In Testimony Whereof I the said Benjamin H Pierson Clerk & ex officio aforesaid have hereunto set my hand and affixed the seal of said Court at office this 25th day of January A.D. 1844

B. H. Pierson Clerk

To the honorable the Commissioners, under the late Cherokee Treaty —

Your petitioner Respectfully to your honour that to many Cherokees John Walker Dec'd & Charles Hicks Dec'd took Upon themselves the Collection of many debts due from individuals of the Cherokee Nation to Gillespie Mackey & Kirk Merchants of Charlestown South Carolina, for the payments of which debts the Chiefs of the Nation were applied to, out of the funds of the Nation, but they Refused to do so; a second Agent was then sent by said Merchants to collect said debts, to wit, Doctor Salmond to Whom Your informants declined over all the demands and purposes in his favor against the people of the Nation, and the said Salmon enforced the Collection of them from the individuals themselves, and should application be made to you for payment it ought to be Refused, because the debts have been paid 14 years ago

Caleb Starr

Ft. Smith 1st Sept 1839 —

REPRODUCED AT THE NATIONAL ARCHIVES

Information of
Caleb Gibbs

Col. Hart
Statement in
relation to
Depredations
against Clinton

Memorial of Caleb Starr
for money paid the
State of Tennessee.
$1072.00

July 2nd. 44

To The Hon Jno C. Washington & Genl Jno T. Mason Commissioners

Memorial of Caleb Starr

The undersigned memorialist respectfully represents, that under the Cherokee treaty of 1817, he registered his name on the 9th of April 1818. for a reservation of 640 acres of land, which was located where he then resided at a place known by the name of the long Savannah. On the lands ceded by the Cherokee nation to the United States within the limits of the State of Tennessee. At the time he registered his name for a reservation in right of his wife, he was the head of a Cherokee family, owned an improvement, and resided on it, at the place where the reservation was located, and near the center of the survey. Subsequently the State of Tennessee passed a law requiring the reservees to purchase their reservations of the State; and authorised grants to be issued to them on the payment of $1.25 per acre. Your memorialist became liable to the State for the sum of $800 which he paid and obtained his grant for the said reservation which is herewith submitted marked A. Under the 13th article of the Cherokee treaty of 1835 & 6 he now claims an award in his favor for the amount paid the State ($800) with lawful interest thereon until this time ($372) making in the aggregate. $1172. Calculating the interest at 6 per cent. which is the interest allowed by the laws of Tennessee.

Respectfully Submitted July 2, 1844

Caleb Starr
by W & S.

Ezekiel Clark's
power of attorney
to Wm. H. Thomas

REPRODUCED AT THE NATIONAL ARCHIVES

Know all men by these presents that I Ezekiel Starr the attorney in fact of Caleb Starr a reserve under the treaties of 1817 & 19. hereby nominate Constitute and appoint William H. Thomas to prosecute the claims of said Caleb Starr before the present board of Commissioners acting under the Cherokee treaty of 1835 & 36. and to do all acts in relation thereto I could do if personally present by virtue of the power of attorney received from my father Caleb Starr. In testimony whereof I have hereunto set my hand & Seal. June 28, 1844.

Ezekiel Starr [Seal]

The above power is acknowledged by E. Starr in person

Geo Washington Cox

Opinion Cobb
Harris Case

Caleb Starrs application for the Engagement by the United States, of the Sum of Eight hundred dollars Paid by him to the State of Tennessee, to obtain a grant from said State for the tract of land reserved by him under the treaty of 1817.

In this case it appears, Caleb Starr the Claimant, in right of his wife, as the head of a Cherokee family took a reservation for one hundred & forty acres of land, on Long Savannah in what is now Hickman County State of Tennessee, & that at the time he took said Reservation he resided thereon and has continued to reside thereon until some time in the month of last November last past. North before the day of last he sold and disposed of his Reservation for the sum Eight — thousand dollars and the better to enable the said purchaser and for her general State protection the said States paid to the State of Tennessee the sum of Eight hundred dollars, & on the first day of November last obtained a Grant for said Reservation a copy whereof is annexed as part, — hereof

hereof & Sum with interest from the time of the passing thereof

It does not appear said Starr was at that the State of Tennessee had a right to issue said Grant under any necessity to obtain such Grant, he had been more than twenty years in the quiet possession of & tract every part thereof with the knowledge or notification of any person whatever and he & his heirs if they had chosen might have continued in the possession thereof for all time to come and from what appears he was under no compulsion by to obtain said Grant or pay the sum legally agreed by the Commissioners are therefore of opinion that said Caleb Starr is not entitled to said sum of money claimed, therefore from the passing of said grant & therefore say said Starr take nothing by his claim

think it so and that Sam does said it took both of his hands to pull it out, and had to put his foot on the head to pull it out. Sam can up stairs and took him by the hind foot as he was running this last beating. John D. Chisholm was going to Georgia to collect money and Doublehead and Colonel Ross afterwards and told afore that he had collected some of the debt due Doublehead by negroes, the number I do not remember. A man named Jos. Phillips a small man and a keen Land Speculator came on with Chisholm and there was one other of the company came on besides Phillips and Phillips also told afore that several negroes had been sent on the distant route to the Mississippi to pay off for portions of the reservation, which was called and known as the Doublehead reservation, and the negroes were called Doubleheads negroes, and all the following seemed to be

in the name and for the benefit of Doublehead = affiant knew Samuel Riley and knew he did not have more than two or three negroes before Doublehead died and did not know of his having any more attorneys = affiant further says that Doublehead kept a very good house of entertainment at little Tennessee and it was a great place to trade, for it was near to the Creeks, near to the Cherokees, and in the Chickasaw nation, and a good supply of goods at that place such as the place and times would warrant would have been agreeable to all the store men in this place and it was when goods were sold to Cherokees for money and skins and no credit =

Sworn to & subscribed before me 11th of August 1808

James Lockett commissioner Caleb Otis

Caleb Stall makes oath that he was very well acquainted with the Chief Doubleheaded and has often heard the Shawnee speaking of Doubleheads wealth and understood that he was well off at the time he was killed, & that he owned a large quantity of horse property at that time. Affiant was at the bell ground the day before he was killed, and on the same morning Doubleheads got intoxicated, after it snowed for several hours late in the evening a Shawnee came up to Doubleheads while sitting on his horse and seized the bridle reins and said to him "you are friendly to the whites" and trying to abuse him, and ought to be killed." Doubleheads told him to let go the bridle for he was drunk and did not wish to be bothered with him, the Shawnee refused to let go, and then Doubleheads drew one of his pistols and threw out the morning in

order to crush it at his adversary and strike a blow but there was not enough left to cause it to descend and he shot the other Cherokee who drew his tomahawk and cut off one of Doubleheads thumbs all but skin by which it hung, then Doublehead struck the fellow with the end of his pistol and sunk the cock deep in his skull and he said,= after we had cut the thumb of Doublehead, he was shot ~~=~~ by the jaw and he fell and one John McIntosh took him and concealed him where a small matter kept him from where the fort now stands. The next morning the Indians Ridge and Sandoes found him and attacked him, and Ridge shot him and Sandoes used the tomahawk and both of them finally after a long struggle killed him. Sandoes struck the tomahawk in his forehead angling across just above his nose and

STEPHENS, SUTTON

Reservation

William Stephens

No. 91.

~~Disallowed~~

Allowed

Free
Oct 6 1862

Mr. Sutton Stephens,
Care of Colo. A. Moore
Woodville
Jackson County
Ala.

REPRODUCED AT THE NATIONAL ARCHIVES

Washington City — Dec. 12th 1837.

Alex. Hutter Stephens:

Dr. Sir,

Since my return to this place, I have procured, and handed to Mr. Chapman, a copy of the bill I reported in your favor, when I was in the House of Representatives — with the necessary explanation, that, if in our power, you wished it so varied, or not to require you to remove west of the Mississippi river. He understands it fully, and will, no doubt, use every exertion to pass it. I hope he will be successful, in having it thro' the House, and I will endeavour to pass it thro the Senate.

Very respectfully,
your obt. Svt.
C. C. Clay.

P. S. When any thing definitive takes place, you shall hear further, on the subject. C. C. C.

Henry Jacobs

Deposition in the

Case of Letter Stephen

Presentation

13th Oct 1838.

State of Alabama } This day personally appeared before
Jackson County } me John D. Smith an acting justice
of the peace in and for said County. Henry Derick and
after being duly Sworn answered to the following interro-
gatories and subscribed his name to the same on the
13th October 1838

1 Question how long have you been acquainted with Sutton
Stephens

Ans about twelve years

2 Question Where did said Sutton Stephens live when
you were first acquainted with him

Ans he lived on the Yellow branch of Paint rock
Creek in the County of Jackson in the State of Ala

3 Question was he the head of an Indian family at the
time you first became acquainted with him

Ans he was

4 Question did Said Sutton Stephens reside on the same
tract of land when you first knew him that was
reserved to him by a treaty between the Government
of the United States and the Cherokee nation of Indi-
ans by the Treaty of Auhwache Held

4 Question Does Said Sutton Stephens reside on the
same tract of land at this time that was reserved
to him as above stated

Ans I believe that he does

5 Question Do you believe that said Sutton Stephens
has Complied with the conditions of the above
named Treaty to the best of his knowledge

Ans I believe that he has

Sworn to and subscribed before me on the 13th of October
1838

John D Smith Justice of the peace

Henry Derick

I Wash Sims Clerk of the County Court in and for the County of Jackson in the State of Alabama do hereby Certify that John D. Smith is and was on acting Justice of the Peace in and for said County at the time of making the above probate duly commissioned and Legally as Such and that his contained to Such and credit in all his official acts

In Testimony whereof I have hereunto set my hand and affixed my private Seal having no Public Seal of office Done at office in Bellefonte this 16th day of Oct one Thousand eight hundred and thirty eight $ 261 ¢

Wash Sims Clk C C

By his Dep't W. Riggins

State of Alabama
Jackson County } I Thompson McNeeter Judge of the County Court in and for said County and State aforesaid do hereby certify that Wash Sims whose name is subscribed to the above and foregoing Certificate is and was at the time of signing the same Clerk of our said County Court duly Commissioned and qualified and that his Signature is genuine and his Certificate is in conformity to Law and that full faith and credit is and ought to be given to all his official acts as such given under my hand and Seal this 17th day of Oct 1838

Thompson McNeeter [Seal]
Judge of the County Court

State of Alabama } Personally appeared before me John
Jackson County } P Smith an acting Justice of the peace
in and for Said County. Abraham Hobby and after being
duly Sworn answered to the following interrogatories and Sub=
Scribed his name to the same on the 15th October 1838

1 Question — How long have you been acquainted with Sutton
Stephens

Ans. About twenty two years. I think in the year eighteen
hundred and Sexten was when I first became acquainted
with him

2 Question Where was said Sutton Stephens residing when
you first became acquainted with him

Ans. He resided on the waters of Paint Rock Creek in what
is now Cato Jackson County

3 Question Was said Sutton Stevens the head of an Indian
family when you first become acquainted with
him

Ans. he was

4 Question Do you know of said Sutton Stephens
holding and occupying a Reservation of Sex hund-
red and forty acres of Land Reserved to him by a
Treaty between the United States and the Cherokee
Nation of Indians

Ans I do

5 Question Where does the above named Section
of land lye

Ans. The said Section of land lyes on the Yellow
Branch of Paint Rock Creek in the County of
Jackson and State of Alabama

Question how long has Said Sutton Stephens Resided on
Said Reserved Section of land

Ans I think some eighteen or nineteen years

Sworn to and Subscribed before me on the day and date above written
John P Smith Coms
of the peace

Abraham Hobby

REPRODUCED AT THE NATIONAL ARCHIVES

I Moses Jones Clerk of the County Court in and for the County of Jacksonville the State of Alabama do hereby certify that Solomon P. Smith is and was an acting Justice of the peace in and for said County at the time of making the above probate duly commissioned and Legally as such and that he is entitled to faith and credit in all his official acts

In Testimony whereof I have hereunto set my hand and affixed my private seal having no public seal of office done at office in Jacksonville this 16th day of October A.D. 1838

Moses Jones Clk C C

By his Depy William Riggins

State of Alabama
Calhoun County } I Thompson M Reese Judge of the County Court in and for said County do hereby certify that Moses Jones whose name is subscribed to the above certificate is and was at the time of signing the same Clerk of our said County Court duly commissioned and qualified and that his Signature is genuine and his Certificate is in due form of Law and that full faith and credit is and ought to be given to all his official acts as such given under my hand and seal this 17th day of October 1838.

Thompson M Reese Judge
Judge of the County Court

Rt from Abraham Hobbs
Defendant in the Case
of Sutton Stephens
Plaintiff

Oct 13th 1838

Sutton Stephens
Reservation Claim
Alfred Moore's
Depo.
20th Oct 1838.

Sutton Stephens
Reserve Claim
Affidavit of Alfred
Moore

Cherokee Agency
20th October 1838

This day personally appeared before us John Kennedy Thomas W Moore and James Liddell Commissioners now acting under the authority of the Government of the United States. Alfred Moore and after being duly sworn deposeth and saith. That he is well acquainted with and lives near neighbour to Sutton Stephens who is at this time residing with his family on a Section of land known in the General Surveys of the Land Office at Huntsville Alabama as Sutton Stephens Reservation That said Reservation is situated on the Yellow branch of Paint Rock Creek in the County of Jackson and State of Alabama and that he has lived neighbour to said Sutton Stephens for eight or nine years and that to the best of his knowledge said Sutton Stephens has been in possession of the above described section of land during his acquaintance with him and that he is the head of an indian family

Alfred Moore

Sworn to and subscribed before this 20th day of Oct 1838

Jno Kennedy
Com
Thos W Moore
Com

Sutton Stephens'
Reserve Claim
Dep.o of
James Eldred
17th Oct 1838

The State of Alabama } Before me Wm H Liddon an acting
Jackson County ss. } Justice of the peace in and for the
County and State aforesaid. This day personally appeared
James Elliott. who after being first duly sworn deposeth
and saith That. He has been acquainted with Sutton
Stephens who is a Claimant to a section of land lying on the
Yellow branch of Paint Rock Creek in the County of Jackson
and State of Alabama for the last twenty four or five years
That the said Sutton Stephens resided on said section of land
at the time of the Treaty between the Government of the
United States and the Chickasaw Nation on the eighth
day of July one thousand eight hundred and fourteen and
also at the time of a Treaty being Concluded at the City
of Washington on the twenty seventh day of February
one thousand eight hundred and nine teen That said Sutton
Stephens was at the time of said Treaties the head of a Che
okee indian family That the above named Section of Lan
on which said Sutton Stephens then resided was actually
Surveyed and-run off to him as prayed by the Plat and
Certificate which he now holds bearing date the 7th day of
December 1820 That he the said James Elliott was
one of the Chain Carriers as appears by said Plat and
Certificate He further states that said Sutton Stephens
remained in possession and resided on said Section
of land up to the year eighteen hundred and thirty one
at which time he the said deponent removed out of the
Creek Nation - and further this deponent saith not.

Sworn to and subscribed by the said
deponent before me this 16th day of
October 1838. Given under my
hand and seal.

James Elliott

Wm H Liddon Esq
Justice of the peace

State of Alabama } I Moses Jones Clerk of the County
Jackson County } Court in and for the County of
Jackson in the State of Alabama do hereby Certify
that Wm O Liddon is and was an acting Justice
of the peace in and for said County at the time
of making the above probate duly Commissioned
and Legally as such and that he is entitled
to faith and credit in all his official acts

In Testimony whereof I have hereunto
Set my hand and affixed my private
Seal having no public Seal of office
Done at office in Bellefonte
this the 16th day of Oct AD 1838

Moses Jones C C & R C

State of Alabama } By his Dep't Wm Higgins
Jackson County }

I Hampton M Rector Judge of the County Court
in and for said County do hereby Certify that
Mary Sims whose name is Signing to the above
and foregoing bill of sale is and was at the time
of Signing the same blank of said
County County and Commissioned and qualified
and that his Signature is genuine and
his Certificate is in due form of Law and
and that full faith and credit is and
ought to be given to all his official acts
as such given under my hand and
Seal this 17th day of October 1838

Hampton M Rector Seal
Judge of the County Court

James E. Watts

Depositions in the Case

of Watts Stephens

Revocation

To the Honorable The Commissioners now at the Agency in the Cherokee Nation Acting under the authority of the Government of the United States for the purpose of adjusting the business of said Nation

Gentlemen

The petition of the Subscriber inhabitant of Jackson County in the State of Alabama respectfully represents that he is now in possession of a Section of Land Reserved to him during his natural life time by a Treaty between the Government of the United States and said Nation of Indians. Concluded at the Cherokee Agency on the eighth day of July one thousand eight hundred and Seventeen and a Treaty Concluded at the City of Washington on the twenty seventh day of February one thousand eight hundred and Nineteen and that he has resided on and been in possession of the same since before said Treaties and he humbly begs a recommendation from your Honorable body to the proper department for a Grant or patent for the above described Section or Reservation of Land

And for your kind attention to the same your petitioner as in duty bound will ever pray

Pettitioner 19th 1838

his
Sutton X Stephens
Mark

Petition of
Sutton Stephens

Date	No. of Reservation	Name	Remarks
1819 July 2	181	Sutton Stevens	On Yellow branch waters of Paint Rock

Off. Supt. Ch. Rem.
October 20 1838.

I certify that the above is a true Copy of the entry of Sutton Stevens a Life Interest Reserve as it is Registered in the Book of Life Estate Reservations kept in this Office

for Genl. Nathl. Smith.
Supt. Ch. Rem.

J. M. Horbst

Certificate of
Registry —

State of Alabama } Personally ap-
Marshall County. } peared Hugh Ha-
= ry a citizen of said County with whom
I am personally acquainted and a cre
= dible witness before me W. H. Calloway
a Justice of the Peace of said
County, who after being sworn depos-
eth & says he is well acquainted with a
Reservation Taken under the Chero-
kee treaty of 1817 and 1819 by Sutton Chi-
= ftain in right of his Cherokee wife in
which in the State of Alabama depo-
= neth believes, that said Reservation to in=
= clude Hughes improvements as near the
Centre thereof as practicable is valued
by unimproved Lands was at the date the
Cherokee Treaty worth at least six thousand
dollars.

Sworn to and subscribed } Hugh Harry
before me this 15th Nov. 1841 }

Wm. H. Calloway
Justice of the Peace of
Marshall C. Ala.

REPRODUCED AT THE NATIONAL ARCHIVES

State of Alabama } Appeared before me
Marshall County } Wm Moore a Citizen of said
County and a credible Witness whose name is
Wm S. Parsons a Justice of the Peace of
said County and after being duly sworn de-
poses and says he is well acquainted with a
tract of Land lying and Claimed by Lot-
tie Stephens in right of his Chrokee
wife by a reservation under the Chrokee
treaties of 1817 and 1819 in Cherokee Ala-
bama, being the same referred to in Hugh
Kennedy's deposition. Deponent believes that
said reservation to include reserves improve-
ments as near the Centre thereof as
practible it retained as unimproved
Land was at the date of the late Chero-
kee treaty worth six thousand dollars.

And. Moore

Sworn to and subscribed
before me this 19th Nov. 1841
W S Parsons JP
Justice of the Peace of
Marshall Co. Ala

ent
of said
Chief
of de-
t. as
Sat-
en
en
Ha-
Hugh
Clerk
Brow
Li
ch
Chro:

vs

The State of Alabama } I Richard A. Pendleton Clerk
Marshall County } of County Court in and for said
County, do Certify that W.H.G Calloway and Benjamine
F Parsons whose Signatures appear to the foregoing
Certificate is now and were at the time of
Signing the same both acting Justices of the
Peace in and for said County duly elected
qualified and Commissioned as such
entitled to full faith and Credit in all
their official acts the same is in due form
of law and the Signatures purporting to be
their's are genuine

In Testimony whereof I have hereunto
set my hand and affixed my private
Seal (not having a public Seal of office)
at Office in Warrenton this 11th day of
December in the year of Our Lord One
Thousand Eight hundred and forty one
and of American Independence the Sixty
Sixth year Test R A Pendleton Clk
of the County Court Marshall County

Sutton Stephens

R Chadwick

Elizabeth Gaughan

Lloyd

4 Dec 1841

State of Alabama } Personally appeared
Jackson County } Eldridge Vaughan before
me Williams Stephens — a Justice of
the peace of said County and made oath, that he
is well acquainted with Cutlar Stephens and
his family, that the said Cutlars wife a
Cherokee is some time since dec.d — that his
eldest daughter is also dec.d leaving her child
Jeanne her sole surviving heir at law; The surviv-
ing Children and heirs at law of Cutlar Ste-
phens are Cyrena Pankin formerly Cyrena
Stephens, Arminza Stephens, Joseph C Stephens
Patsy, Mary Ann, and Jerry Alexander Stephens,
said Cutlar Stephens Wife Margaret Ste-
hens also Cherokee Indian Girl & Stephens
Cutlar Stephens was a Reservee
under the Cherokee Treaty of 1817 and
1819 of 640 acres of land in right of
his said Cherokee wife in Jackson Co.
in the State of Alabama.

Sworn to and subscribed this 4th day
of Dec.r 1841 before me.
Wm Stephens Clerk

Eldridge Vaughan

Justice of the County of
Jackson in the State aforesaid

Justice's Certificate
County } Sct.
Clerk's Certificate
for
Mrs. P. Standley

E. Rankin & wife
to
Standley
Warranty
Deed
Filed
8 January

The State of [illegible] } I Washington J. Gray
Marshall County } Judge of the County Court
of said County do Certify that P. S. Standley whose
name is signed to the within Certificate is now
was at the time he signed the same Clerk of
the County Court of said County, duly commissioned
& qualified & that full faith & Credit should
be given to all his official acts as such. Given
under my hand this 11th day of December 1841.

Washington J. Gray
Judge of the County Court

2

We Elijah A. Rankin and Frances Emily Martha his wife daughter of Sutton Stephens of the County of Jackson of the State of Alabama do by these presents Constitute and appoint for our behoof and as a guardian for our father and mother and as agents for Lorenza Stephens, Joseph I. Stephens, Martha Stephens, Mary Ann Stephens, Rebecca Stephens, and Lorenzo Stephens John F. Gillespie of the County of Monroe and State of Tennessee our attorney in fact for us and on our behalf and for and on behalf of the said Lorenza, Joseph I. Martha, Mary Ann, Rebecca, Lorenzo Stephens and Secretary to prosecute before the War Department at Washington or before Congress, or before any other tribunal or officer the Claim of Sutton Stephens for a reservation by him to him in right of his Cherokee wife under the Cherokee treaties of 1817 and 1819 in Jackson County in the State of Alabama, and for us and in our names and in the name and on behalf of the said Lorenza &c to do any act or thing necessary and proper in the premises hereby ratifying and confirming all the acts and doings of our said attorney in fact as fully and amply as if we were personally present and ourselves doing or performing the same to be done -

REPRODUCED AT THE NATIONAL ARCHIVES

and Abm; in behalf of Ester Ann Hankin
aforesaid, agrees that the said Esther
shall be allowed and paid
for his services as aforesaid at law, or otherwise
as he and our agent in Washington
may deem proper, in travelling to
Washington City and prosecuting said
claim One half of any sum or sums
of money that may be al-
lowed for the same and hereby
authorize said one half and no more
to be paid to him by the proper disbur-
sing officer of the Government. and
authorize him to receive the proper
rects or a receittance therefor.

Witness our hands and seals this
19th day of Jan 1847 Esther Ann Hankin (Seal)

attest
Joseph Hickey

Surkeney Hankin (Seal)

State of Alabama } Personally appeared
Marshall County } Joseph Hickey a citi-
zen of said County with whom I am per-
sonally acquainted with, and a credible
witness before me James Chilcoat
a Justice of the peace of said County who after
being sworn; deposes and says that he was
present and saw E. A. Rankin and his wife
Nancy Rankin subscribe their names
to the foregoing Power of attorney for
the purposes therein contained

Sworn to and subscribed
before me this 11th December 1841
James Chilcoat
Justice of the peace
of Marshall Co. Ala.

State of Alabama } Personally appeared
Jackson County. } George Elliott, a Citizen
of said County & a credible witness be-
fore me William Stephens - a Justice
of the Peace of said County and made
Oath that he is well acquainted with
Sutton Stephens a Cherokee under the
Cherokee treaty of 1817 and 1819 in Jack-
son County aforesaid, that his wife in
whose right said reserve was taken as
said affiant is informed and believes, that
the said Sutton Stephens Children Consist
of Louiza, Susanna, Larrany, Joseph.
[illegible] Martin, Mary Ann, Izey Rhoda,
Stephens, - Larrany is now intermarried
with Elijah A. Rankin, said Sutton Ste-
phens was a white man.

Sworn to and Subscribed
before me this 19th Nov.
1841. Wm Stephens

George Elliott

Justice of the Peace of
Jackson Co. Alabama

Sullon Shishein

Reserve Claim

Copy of

George Elliotts

19th Nov. 1841.

United States

To Lucy, Mary and Lisbe Stevens
of Crow town Dr

For one large black mony colt worth $110.00
For one black horse Pony three years
old worth — — — $50.00
160.00

Stolen and carried across the Tennessee river
into the white settlements about fourteen
years ago; by a white man citizen of the
United States - named Pinkney —

Lucy and Mary Stevens being at Rob's Landing
cannot conveniently appear, Lisbe Stevens
one of the claimants being sworn says —
that the above described horses belonged
to him and his two Sisters, and that they
lived at Crow town about half mile from
the River, at the head of Crow town. —
and these horses were Stolen out of the
range by a white man and swam
across the river into the White Settlements
and that they never got any of them again.
Affeant States the Black mare and colt
were large & likely and worth $110.00 and
the Pony was a large aged pacing and
came out of a large mare by a Pony
Stud. — and says the mare was well worth
the price charged for it. —
This property was Stolen 14 years ago

Sworn to and Subscribed
before me this 30 Aug.t 1838
G. W. Bell one of
the committee

his
Lisbe Stevens
mark

Came John Jones and makes oath
that he lived one mile from the claimants
— ts for several years and knew their stock
very well. for it run with his stock
and shortly after these horses were stolen
from the Claimants. He heard a white

Rose Lucy & Mary Stevens
Slave Owners
Claim
$760—

Rejected

Claimants are
entirely Unable
to speak English

Claim

This Claim has been examined and Rejected
Sept 6th 1838
J. M. Fields Com. Gen. Land Office

Stephens, Willis

#20

Reservation

Willis Stephens

No 20

Disallowed

Cherokee Agency East

Inpa Chuk makes oath, that he has been acquainted with Willis Stephens a life estate Reserve under the treaties of 1817 & 1819 and the place he entered as a reserve since about the year 1830- Affiant was informed and believes that about the time of the Cherokee treaties of 1817 & 1819 said Stephens was the husband of a native Cherokee woman, and this affiant a Cherokee family; that affiant understood he registered under said treaties of 1817 & 1819 for a Reservation below and near to Fort Deposite in what is now Marshall County Alabama. That said Reservation ever since affiant became acquainted with it in 1830 has been occupied by White men holding the same by force against said Stephens, not acknowledging his title to said Reserve,- and that said Stephens is now held out by force. said Reservation lies on the north side of Sauerfen River in the Wauteey Field

by the treaty of 1817 & 1819. Affiant
is well acquainted with the reservation
and the lands in the vicinity thereof
and believes, that at the date of the
treaty of 1835 said lands were
of no more value than $10 per acre - said
Affiant has never heard of said
Stephens selling said Reservation or
any part of it - Jesse Chuck

Sworn to & subscribed before
me this 21st day May 1838.
Wm W Mecham
of the Cherokees.

Wills Stephens
Reservation Claim
- Sold Chuck'
- Depo:

Cherokee Agency Cont.

Ke ch? Chuck makes oath, that he was acquainted with Willis Stephens and Catharine Stephens his Wife, at and before the Cherokee Treaties of 1817 & 1819- Said Stephens was a White man and his Wife a native Cherokee Woman. Said Stephens was by Cherokee usages laws and Customs entitled to Cherokee rights & privileges- affiant understood that said Stephens Registered under said treaties for a reservation near Fort Deposite,- affiant states said Stephens then resided near ~~Fort~~ Fort Deposite below,- On the north side of Tennessee river in what is now Marshal County Alabama, And on the place affiant understood he registered for as a reservation- affiant knows he has been Out of Possession for several years which held out by force but knows not how he was dispossessed- Affiant knows said Stephens was in possession of her reserve from the time he registered until some time after the 1st of Janry 1820.- Affiant has not heard

of Stephens selling said Reservation or
any part of it.
Richard his X Chuck
mark
Sworn to subscribed before
me this 21st May 1838.
Wm W Wilson
one of the Examiners

Register of Reservations

1838 May 30	121	Willis Stephens an Indian of the Seneca		No Family	2	Near Fort Defiance Clear River

I certify that the above is a true copy from the Register of Reservations and that the name of Willis Stephens was cleared out of the Register on removing from the reservation

Thos J Harris
Capt Asst Q M G

May 21 1838

Willis Stephens
Certificate of
Purgatory for
Pennsylvania —

State of Alabama } This day personally
Marshal County } appeared William Chisam
before me Porter Smith one of the acting
Justices for said County & being duly Sworn
according to law deposeth as followeth:

1st Question by A. M. Tolger

How long since you became acquainted
with Willis Stevens?

Ans. I became acquainted with him in the year 1819

2nd Ques. Was he the head of an Indian family
at the time of his taking the reservation claimed
by him situated in the Wild goat Cove Marshall
County Alabama?

Ans I know not.

3rd Ques. Did said Stevens reside on said reservation on the 1st of January 1820?

Ans. He did not, at that or any other period
within my knowledge.

4th Ques. Have you known him to have possession of
said reservation or any part thereof?

Ans. I have not.

5th ~~Question~~ Further this Deponent saith not.

Sworn to and subscribed before me
this 30th day of November 1838.
Porter Smith
Justice of the peace

William C. Chisam

Wm Chisam's Deposition
Respecting W. Stevens
Reservation

115.

Petition of

Mr Ellis Stephens

Preemption Claim

Filed 22d May 1838

Examined and

written

Disallowed.

Decree Written Ups.

To the Hon Comr under the late Cherokee Treaty of 1835 sitting to adjudicate Claims.

Your Petitioner Millie Stephens represents to your honor, that being the head of a Cherokee family and residing East of the Mississippi on the lands ceded by the Cherokee Treaties of 1817 & 1819 he registered on the 30th of May 1818 for a reservation under said treaties on on the South side of Tennessee river on the said ceded territory in what is now Marshal County in the State of Alabama, a Copy of which registry is here to annexed as a part of this petition, - that said petitioner resided upon his said reservation many Years depositd at the time of his registry and continued his residence there until the first day of Janry 1820 and for some time thereafter and until dispossessed by the White people who intruded upon your Petitioners said reserve and Expelled him therefrom, and has forcibly ever since held him out by force, and your Petitioner has never since been able to occupy possess or but is yet forcibly held out. Your Petitioner has never sold sold or conveyed said reserve or any part of it - and is entitled to the value of said reserve under the treaty of 1835 as unimproved land prays the may be allowed him &c. Millie Stephens

By his Atto. John F. Gillespy

Wells Stephens
vs
The United States } Claim for Compensation for a reservation on the boundary created by the Treaty of 1817

Claimant protests against the decision of the board because,

1. The proof shows that Stephens regularly registered - settled on a farm with his family and was the head thereof, that by his registry he located at the place where he made and Continued to reside until he was dispossessed, and his reservation appropriated under the laws of Congress. It appears from the proof that he resided a few rods within the reservation allotted by the officers of the Govt to Ulark, having the greater part of his improvement on the land allotted as a reserve to himself. And Comrs have rejected the Claim on the ground, that it does not appear, that he resided on the reservation. It will be found by instructions from the Govt in the Cherokee agents office, that the reservations in Ark were directed to be assigned according to the sectional lines & the Country had been surveyed off, by virtue of which Claimant fell within the reserve allotted to Ulark, but in justice should have had an equidistant point between him, and Ulark and the boundary line, and had his reserve allowed to stand accordingly, and should not be prejudiced by the acts of the Govt over which he had no control. - Having therefore in all things Complied as far as practicable with the terms of the grant he prays the decree may be reversed and his just rights

2nd

7,572

Protest

Willis Stephens

vs

The U. States.

Amongst him, not knowing to whom it belongs or attorneys rights of it.

Willis Stephens
for the Claimant.

J. Moore's Deposition
Respecting W. Stevens's
Reservation

State of Alabama } This day personally appeared
Marshall County } before me Booker Smith an
acting Justice of the peace in and for said County
Isaac Morrow. who after being first duly sworn
according to law deposeth and saith as follows.

1 Ques. by A.M. Folger.
How long since you became acquainted with Willis
Stephens?
Ans. I became acquainted with him about twenty one
or two years ago. He was then living upon a place
now called Wades Reservation.

2 Ques. Did Willis Stephens ever live upon the Reservation
now Claimed by him since you became acquainted
with him?
Ans. Never to my Knowledge. and I Know him
ever since I first became acquainted with him.

3 Ques. Did said Stephens have an Indian family
at the time you became acquainted with him?
Ans. He had an Old Indian Woman who he Claimed
as a wife known by the name of Cate. he
had no Children at the time by her. She left him, and
Said Stephens then Married a white woman and still
resides on the Same place. And when said Stephens
found that a Reservation could be allowed to each
head of an Indian family, he brought back his
Indian wife and lived with her until her husband took
a Reservation as the head of an Indian family. Cate
after that time left him and died in the Chocktaw

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Nelson

Sworn to and subscribed before me this 30th day of November 1838

Isaac Wilson

Benjamin Smith

Justice of the Peace

D. Morrow's Deposition
Respecting W. Stevens'
Reservation

D

State of Alabama } This day personally
Marshall County } appeared before me
Booker Smith an acting Justice of the peace
in and for the County aforesaid Jefferson
Beene and Henry Stephens Citizens of said County
and after being duly Sworn deposeth and
Sayeth that they are well acquainted
with Willis Stephens and that he was in posses-
-ion of and resided thereon
the Reservation now claims as
the lawful Husband of Catherine Stephens in
the year 1817 and until the year 1831 having
resided near about the line of the Reserve
as now surveyed his house falling into waste
Reserve leaving about Thirty acres of good
upland and about Ten acres of river bottom
land cleared within the limits of the Reserve
as now surveyed which was principally
Cleared by the said Stephens That he the said
Stephens was forcibly dispossessed of the said
premises contrary to law by white men
Citizens of the United States who asserted they
had entered the same at Huntsville and
Surveyed in the said Stephens premises and forced
him to move away and also those affiants
who that year 1831 had rented a part of said
Stephens farm had repaired fences & prepared to
plow when the white men aforesaid de-
manded possession Said affiants Saying

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they had entered the Claim according to law
and forced said affiants to abandon the premises
they had rented of said Stephens. Said affiants have
been intimately acquainted with said Willis Stephens
for many years and does not know of his having
ever had any reservation Claim. He said Claim
is improvement claims being and made, reserve
always intending to retain all title which he might
have to a reservation

his
Jefferson + Pierce
mark
Heirs of Stephens
deceased

Sworn and subscribed to
before me this 23d day of
October 1838

Booker Smith
Justice of the peace

State of Alabama } I Richard J. Sandlin Clerk
Marshall County } in for said County do certify
that Booker Smith whose signature appears to
the within and foregoing affidavit is now and
was at the time of signing the same a acting
Justice of the peace in and for said County
duly elected qualified and commissioned as such
and the same is in due form of law and
the signature genuine

In testimony whereof I have hereunto set my hand and
affixed my private seal not having a public seal of office
at office in Town of Marshall this 24 day of October A.D. 1838 of the
American Independence the 63d year

R J Sandlin Clk

[redacted]

The State of Alabama } I Washington L. May Judge
Marshall County } of the County Court of Mar-
shall County & State of Alabama do here-
by certify that N.S. Handley Esq whose signature
& private seal (there being no public seal of-
fice) are attached to the foregoing certifi-
cate is now & was at the time of certifying
the same Clerk of the County Court of
Marshall County duly authorized & commissioned
as such that the same is in due form
of law and the signatures genuine
Given under my hand this 5 day of November
1839

Washington L. May
Judge of the County Court

Willis Stephens
Secretary Clerk.

~~Benjamin Smith~~
Jefferson Berne
Henry Stephens
Depo.

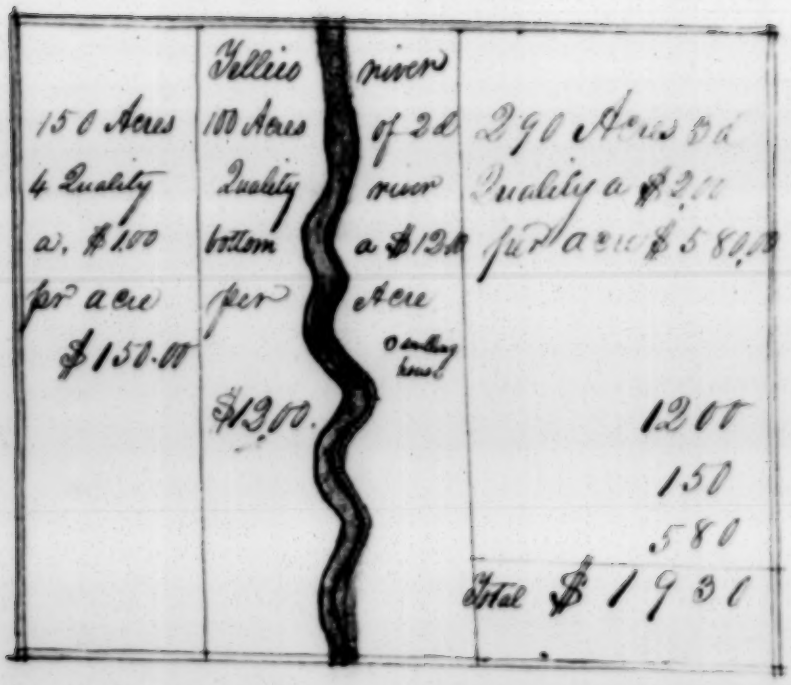
TAHCUSTUSCAH

H 157

January 1839

Yahees,tees,ka
Sometimes Called
Yahgustees kee or
Yah,ees.tee.ska's reservation
On Yellico river Monroe County Tennessee

J. M. McMillin
James A Hall
Valuing Agents,



Yahcuistasca's
Claim
containing the valu
ation of his reserva
tion
on Tellico river Monroe
County Tennessee
No 2
Rejected by
Contgress

Date	No. of Reserve	name	No. in Family	Residence
1819 July 22	206	Takes tee ska	2	Little Tellico River

Cherokee Agency East
Off. Supt. Ch. Nom.
Jany 8, 1838

I certify that the above is a true Copy of the entry of Takes tee ska, a life Interest Reserve, as it is registered in the Book of Life Estate Reservations kept in this Office.

for Genl. Nathl. Smith
Supt. Ch. Nom.
J. B. Nobel

Certificate
of
Jah ees tee ka's
Registration for a
Reservation

3

State of Georgia
Cass County } Personally appearing before me
John Kennedy one of the
Commissioners under the late treaty with
the Chickasaws — Caleb Starr made oath
that he knew Sah Coetuskee, or Sah
gus tee Kee, or Sapcutuska she was called by both names
"She took a Reservation on Lot 2 Tillico River
in what is now Monroe County, under the
treaties of 1817-1819 — She remaining on it
until surrounded by the White people & after
they got her off the land I know not how
she came to my house & paid her twenty or
twenty five Dollars — for her improvement, the
land a Reservation I had nothing to do with

Caleb Starr

John Kennedy
Ord 1st Cass

-Lb-
Cable Stars
affect -',
in Sahgurtes
Kandaya

State of Tennessee
Blount County

I John Rider do hereby
Certify that I was ac-
quainted with a Cherokee Indian
called Sah cus tees Ka or Ke lles ter ska
she went by both names I knew her
in 1816 - 1817 - 1818 & 1819 - & until the 1st of 1820
she lived on Little Lellico River - and during that time
after that I left the country & knew
but little of her after that she had to
leave her Reservation

John Rider

July 16th 1834

Evidence of
John Rider in
Tah and ters Ra
or Lellis ter Rw
case

Reservation

Salvens tus cabi

N° 137.

Disallowed

Tah. cus. lis. Ree
or
Ta, cah. tos. Ree: claims for Reservation,
on Tellico Monroe County Tenn:
Testimony of Col. John Black:

Question: It appearing from the Register in the possession of the U.S. Commissioners for settling the claims of the Cherokee Indians, that a Cherokee man of the name of Ta, ca, tos, Ree, has pronounced his Log claim to a Reservation on Tellico Monroe County Tenn, agreeable to the provisions of the Treaties with the Cherokees of 1817 & 19. Will you please to state whether you knew said "Ta, ca, tos Ree" & if so, where he resided at the time of your acquaintance with him:

Answer: I knew Ta, ca, tos, Ree, intimately, as he lived in "To, gua", within a half a mile of me, some years, during the time I lived on Millers Reservation:

Question: did Ta, ca, tos, Ree ever live on Tellico, from 1818, the time of your settling in Toqua, up to the time of his removal from the country:

Answer: He never lived on Tellico to my knowledge or belief: I found him residing at Toqua, in 1818, and there he continued to reside up to the Year 1821.

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when he left the country:

Question: In all this time did you ever hear from himself or any one else, that he had claim to a reservation on Tellico:

Answer: I never did, from him or any other person to understand;

Question: Did Ta,ca,tos, Kee leave the country, of his own accord, or was he forced, or violently expelled it:

Answer: of force or violence I never heard in reference to him, from himself or any one else:

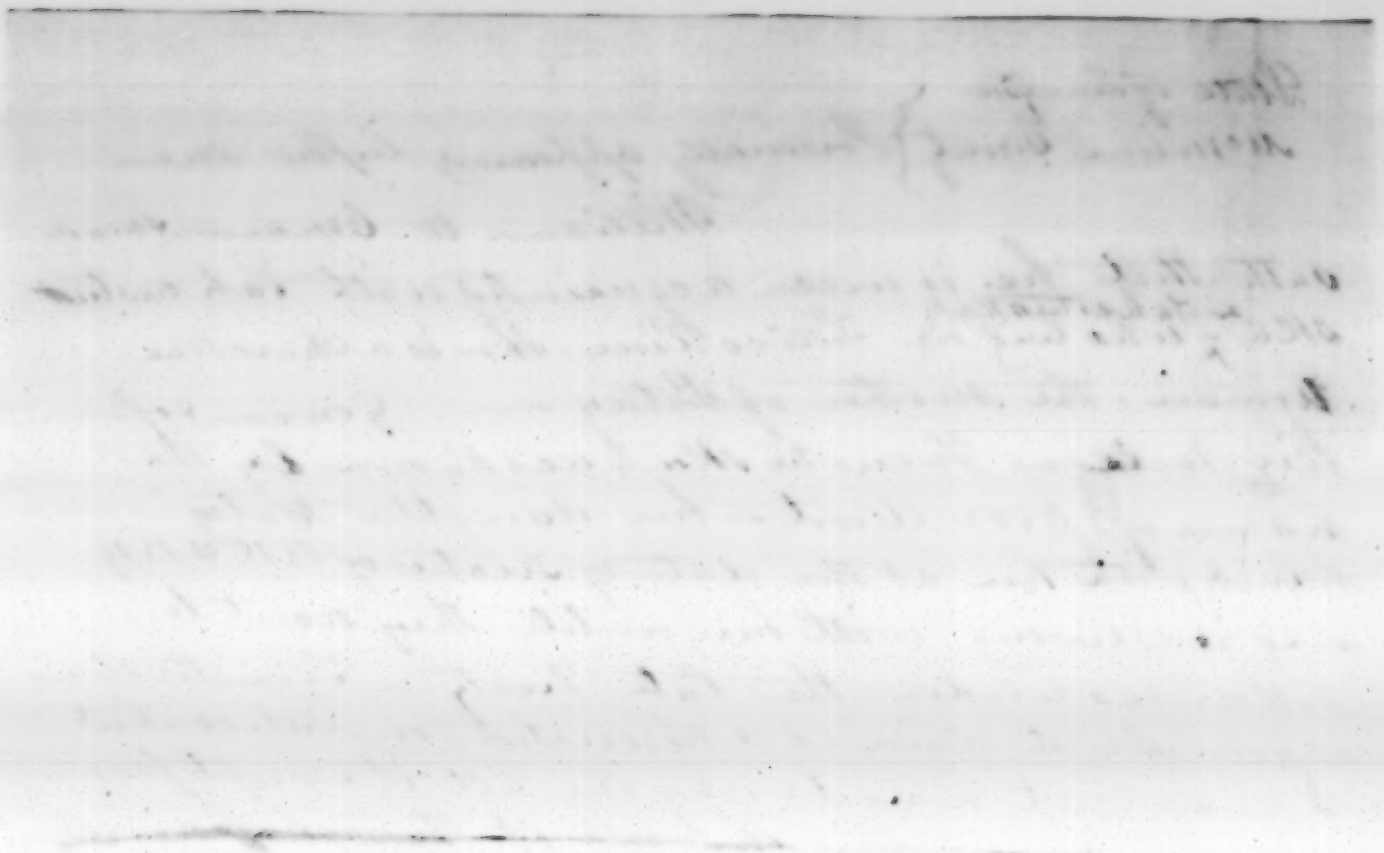
Alexr McCollum — John Black

State of Tenn.
Monroe County } This 3d day of January 1837, personally came before me Alexr McCollum an acting Justice of Peace for the county of Monroe, the deponent John Black, who made oath in due form of law that the several answers made by him, to the different questions propounded in the within deposition, are true and correct to the best of his knowledge and belief:

Alexr McCollum [Seal]
Justice of the peace

Magistratus [illegible] — 5. Cent.

Tah, aa, ta, Rec
or
Ta, ca, ta, Rec
Cap Brown
Testimony of
Mr. Solon Black



Mrs. H. Evans
Dispatcher
Jah curteeska

State of Tennessee
Merriman County } Personally appeared before me
William H Coman made
oath that he is well acquainted with Tah custee
ska ~~or Tahgustyska~~ who lives on Tellico River, she is a Cherokee
Woman, the mother of Betsey — Gowen of
Big Sulkage Tacustee ska, was known by the
name of poor Aunt — her daughter Betsy
~~lived~~ with her at the date of Treaties of 1818 & 1819
and was living with her untill they went to
Arkansas under the late Treaty — Tacustee ska
a poor Aunt claimed a Reservation on Tellico — but
I know not how or why she left it except from
hearsay — ~~same said she left it through fear of the~~
~~same Indians~~ She registed for a Reservation
as I understood —

Wm H. Coman

Sworn to & subscribed
before me this 8th
day of Jany 1839

Wm. Lovell
Commissr

Iah cus tus Ka

a

Iah cus tus Ka

Iah-ish-tush

Disallowed

Deer a Written up.

No 57

pkg of 6 Envelopes

Rejected

NBK

L

Iah cus tues ka
N^o States

Your petitioner Represents
that she took a Reservation under
the Treaties of 1814 & 1819 - on Little Illinois River
opposite Cat Harlins - that she remained
there untill driven off by the white people
She understands the Treaty of 1835 & 6
makes provision for the payment of such
cases - She has never sold or transfered
or receive pay for her claim or Reservation
and now prays the Commissioners
under sd Treaty to allow her the value
of sd Reservation The state of Tennessee

her
Iah cus tues ka
mark

sold her claim

Iah cus tues ka

State of Georgia } Personally appeared before me Jno Kenedy - James
Cass County } Starr & made oath that he knew Sah
custee Kee. a Sah custee Kee, known
by both names. She lived on Tallico River
& took a Reservation there under the treaty
of 1817 - & 1819 - She remained on it until
forced away by the White People Cardens
& others - She was a Cone woman with
one or two Children, & afraid of White
people. Her Case was stated by the State of
Tennessee - She came to my father
to Know what to do - I acted as Interpreter
I told her to go back, & stay on her Reserva
tion - She said she was afraid of
the White men, they threatened to whip her
my father told her he could pay her
twenty Dollars for her house & patch
but could not pay her for the land
I told her to take it, & make the Govern
ment pay her for the Land - & told her
I thought they would pay her sometime
She then took the money - I do not believe
she ever sold her Reservation - I think
it worth $8 per acre
Sworn to & subscribed
before me Sept 18
1837
John Kennedy
Cass Co Ga

James his + Starr mark

Jas Harris
appt
in Jahncastle
care

TAYLOR, DAVID

#5

Reservation.

David Taylor.

Allowed

No 5.



North Carolina Cherokee County
December 24th 1840

I Thomas C. Latham
Surveyor for the county
aforesaid of Cherokee
do hereby certify that
this is a True platt of One hundred
& Sixty acres of land on Valley River
& lying the same place whereon
David Taylor lived at the date of the
late Treaty of 1835 with the Cherokees
Indians

Being called upon by David
Taylor to Survey & Say what the land
is worth as I believe — The the black
dot in the center is where the house
was that the said Taylor lived in at
the date of the Treaty to my certain
knowledge — The Land is Valuable
it being all waste River Bottom
& agreeable to my Judgement is
worth Twenty five dollars per Acre
certified by me the day & date
above written

Thomas C. Latham C.C.C.

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return to the agency. January 30. 1841

Dillard Lowe

David Saylor in right of his Wife
Claims the Valuation of an Improvement
on the head of Valley River Macone County N.C.

1 Cabin floor & loft	14 – 16		$35.00
1 Cabin " "	14 square		25 00
1 Out House			15.00
18 Acres of Bottom Land	@	$10.	180.00
47 Peach Trees	@	$1	47 00
3 Apple Trees	@	$3	9 00
			$311.00

Rise in the Spring of 1833 Rent for do
$11.00 for 4 Years 3 Septembers $188.00
$599.50

The Claimant bought the above improvement
from a Cherokee by the name of Stee-te-lake
in the month of March 1833 and in the
month of April following it was taken
forcibly & forcibly by a white man
by the name of Lewis Johnston who
sold it to an other white man by the
name of Abraham Moore who was in
the possession at the time the Valuing Agents
were making out the valuations of Cherokee Improvements,
and for that reason they refused to
allow said Improvement to the Claimant
& he has not been allowed to any person since
for as he believes,
a Copy

Samuel Hunt
David Lowe
Valuing Agents

At the request of David Saylor above mentioned the above certificate of valuation was made out and handed to him. The said Valuing Agents made the valuation of said improvements Books containing the valuation of improvements I am satisfied that the Claim is just. When the agents made the valuation they were on their way to Georgia and said Saylor requests us to give him the certificate to enable him to draw the money for the

Valley River

January 29 12 1841

Dear Sir The Small acquaintance that I had with you is the only apology that I take the liberty of addressing you on the Subject.

Perhaps you do not but you have some recollection of a Indian woman by the name of Cheanna - that made Some complaints about her place being, Invaded David Taylor lived close to me & to my certain knowledge he Maintained her & family for some time a bout Eight or nine months then was in family The Indian woman complained against me & Benjamin Curry wrote me a letter that he had made an arrangement with David Taylor to take care of the Indian & her family Mr Taylor wants pay for it from I as I am now in this country & had some Idea of Taylors conduct towards helping provide the treaty he has all ways been Considered of the Government & I think that you at this time could help him Some that is Indeavour to have him pay for his trouble &c

I am Respectfully

John Latham

I know John Latham whole name is signed within and he is a man of Character and truth and worthy of belief

James Graham

Larey 20th 1843

Pat Chas Dekay Esq
Del Taylor clerk for
Colonel Polk

P. F. Schermerhorn Esqr
Washington City
D. C.

Thompson, Alex

State of Alabama }
Madison County } This day Personally

before me William Bunker an acting
Justice of the peace in and for Said
County } { Hugh Henry who after being
duely Sworn deposeth and Saith that
late part of the winter Eighteen Hundred
and twenty nine Alexander Thompson Came
to proposed Selling me his Right he had
to a Reservation in Honey Comb Valley and
that he would Sell it low. I Refused Buying
unless he Could Shew me a title or Some
Right that he had for this plain if so. I would
Buy and give him a Consideration for it. he Shew
no title } { at this time he lieved on the South
Side of the Tennessee River in the Nation
in the month of January 1830
the united States agent who informed me
Alexander Thompson had Entered for the
Arkansas and he had Solved his improve
ment. a few days after this the Thompson
Came to me with his Certificate Shewing me
that his improvement was Solved to the Ag
Agent and proposed giveing me an order
on Hugh Montgomery the agent.

Telling me the agent told him if he gave
an order on him it would be paid shortly
I took an order on Montgomery for one
Hundred and thirty two dollars and
Eighty Cents out of the purse of his
I also wrote one other order
to Joshua Johnson for Eighty
dollars all of which was given out of
the purse of his Cabin cole he had for
his improvement which was Valued By
the assessor when he Lived for the East
Question Removed from the South of
the Tumpa River from when he Lived at
the time you drew their draughts on the agent
ans - he left this Country in the month of
february a month 1830 - for the benefit of
the Chickasaw - Question are you Concern in
the benefit of this Reservation he proposed sell
ing in Stony Comb Valley ans - I am not

Hugh Henry

Sworn to & subscribed before me this
8 March 1831. Wm Barton JP

State of Alabama
Madison County } I, Thomas Brandon, Clerk
of the County Court of said County, do certify that

William Barker, before whom the foregoing affidavit was sworn is now and was at the date of the same a Justice of the Peace in and for the said County, duly commissioned and sworn and that full faith and credit are due to all his official acts as such;

In Testimony whereof I have hereunto subscribed my name and affixed the seal of Office at Office, in Louisville this eighth day of March A.D. eighteen hundred and thirty one and of American Independence the fifty-fifth year Jno Thomson



State of Alabama } Personally appeared
Madison County } Silas Parsons

before me, William
Barker, one a Justice of the Peace
in & for the said County of Madison
who being duly sworn, deposeth & saith
that he is acquainted with the
general character of Hugh L. Heaney, and
Moore, & Barker Smith

when depositions are filed,
or to be filed, in the Land office in
Huntsville, that general character
is entirely good, and said deponent
is entitled to full credit on oath.

Silas Parsons

Sworn to & subscribed before me
this 8 day of March 1801. Wm Barker JP

State of Alabama }
Madison County } I, Thomas Bunton
Clerk of the County Court of said County do
hereby certify that William Barker before whom
the foregoing Affidavit was sworn is now and
was at the date of the same, an Justice of the

Plan in and for said County, duly commissioned and sworn and that said faith and credit due unto to all his official acts as such

In Testimony whereof I have hereunto subscribed my name and affixed the seal of Office at Office in Bentonville this eighth day of March A.D. one thousand eight hundred and fifty-one and of Commonwealth the fifty-fifth

Th. Brandon

Booker Hewitt & Isaac Moore's
deposition relative to
Alex Thompsons Estate
filed 28 Feby 1838

Land office at Huntsville Ala
February 28th 1831.

The State of Alabama
Corporation of Huntsville ss: This day came before me, John Martin, Mayor of the Town of Huntsville, & ex officio, an acting Justice of the peace, Isaac Moore, and Booker Smith, who being first duly & severally sworn,

Isaac Moore, deposeth & saith, That he has resided in the County of Jackson, and in the immediate neighborhood of Alexander Thompson's reservation, since the year 1818 — That he was acquainted with Alexander Thompson, a half breed Indian, in whose name, the reservation is taken, — This reservation is numbered in the Surveys of this office, as Section No 3. in Township No V. of Range No 3 East — This affiant States that the said Thompson, never did reside on the Reservation, either before or since the Treaty, and that he left the County of Jackson, Chickasaw Nation, in the month of February 1830 — intending, as he said, to emigrate to Arkansas — That the said Thompson shortly after the Treaty, left the County of Jackson, & resided in the Cherokee Nation

REPRODUCED AT THE NATIONAL ARCHIVES

on the South Side of the Tennessee River
until his removal to the Arkansaw—

This affiant states that he was the
first person, who made an improvement
on the above named Reservation, but has
not at this time any claim to a pre-
Emption on the same.

Isaac Moore

Subscribed & sworn to
before me 28 Feby 1835
John Martin
Mayor.

Bowker Smith, deponeth & saith, that
he has resided in the County of Jackson
and in the neighborhood of Alexander
Thompson's Reservation since the Year 1819
That he is personally acquainted with the
said Thompson, who lived on the South side
of Tennessee River, in the Cherokee Nation
at that time,- where he continued to reside
(with the exception of about a Year, that he
was on the West side of the Mississippi)
until the Month of February 1830, when
he emigrated to the Arkansas— This affi-
ant has no knowledge of the said Alex.
Thompson ever residing on the Reservation
and states that the said Thompson, told
him that he had never resided on it—

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This affiant further states, that the said Thompson informed him, at the time he was about to emigrate, that his improvement on the South side of the River had been valued by the United States Commissioners, for which he expected to be paid— This affiant has no Knowledge of any person claiming under the said Thompson, or the Reservation nor does he Know of any agent that the sd Thompson has in this Country.

Booker Smith

Subscribed & sworn to
before me 28 Feby 1831
John Martin
Mayor.

The State of Alabama
Madison County

I Thomas Brandon Clerk of the County Court of Said County do hereby Certify that John Martin whose name is subscribed to the forgoing affidavits of Isaac Moore and Booker Smith is Mayor of the Corporation of Huntsville and as such is authorised to act as a Justice of the peace in and for said County duly Commissioned and sworn and that full faith and Credit are due to his official acts as such In Testimony of which I have hereunto set my hand and affixed the seal of said Court and subscribed my name at office in said County the 28th day of Feby 1831 and of our Independence the 55th year.

Thos: Brandon Clk

State of Alabama } I Richd Blelayton clerk of the county
Jackson County } county of the said county of Jackson do
certify that Wm H E Wheler whose name appears subscribed to
the within certificate is and was at the time of subscribing
the same an acting Justice of the peace in and for the said
County of Jackson duly Commissioned and qualified and that
full faith and Credit should be given to all his acts as such
Given under my hand and private seal, there
being no seal affixed or affixed the 4th day
of August in the year of our Lord one
Thousand eight hundred and thirty a

R B Blelayton clerk &c.

State of Alabama } I William D. Compton judge of the County
Jackson County } Court in and for said County of Jackson
do hereby certify that Richard B. Clayton whose name appears
to the foregoing certificate is and was at the time of his signing
the same clerk of our said County Court of Jackson County
that his certificate is in due form of law and that full faith
& credit is and ought to be given to all his official acts as
such Given under my hand & seal this 4th day of August
1830

Wm D. Compton (Seal)
Judge Jackson Cty Court

Isaac Adams Atty
Alex Thompkins, Assn

State of Alabama } Personally appeared before me
Jackson County } William H. E. Wheeler an acting
Justice of the peace in and for said
County of Jackson Isaac Moore who after having
been sworn deposeth and sayeth that about the
year one thousand eight hundred and Sixteen he
became acquainted with Alexander Thompson who
now claims a reservation of one hundred and
forty acres of land under the treaty between the
united States and the Cherokee nation of Indians
made in the years 1817 and 1819 Section 3.
Township 7 and Range 3. East of the meridian
Witness further states that he (witness) made the
first improvement that ever was on the said
section of land claimed by the said
Thompson) in the year 1820.

Witness further states that the aforesaid Alex.
Thompson never did live or have an improvement
on said section as aforesaid claimed by Thompson
but that he (Thompson) had an improvement about
three miles from the said section now claimed on
the south side of the Tennessee River in the
Cherokee nation and that he (Thompson) has
since sold his said improvement to the United
States and started as an emigrant to go to the Arkansaw

Isaac Moore

Sworn to and Subscribed
before me this 31st. July 1830
Wm H. E. Wheeler J.P.C.

State of Alabama } I Richard B. Clayton Clerk of the County
Jackson County } Court in and for said County of Jackson
do hereby certify that Williams H. E. Wheeler whose name appears within
subscribed is and was at the time of his signing the same ~~an acting~~
~~justice of the peace in and for the County of Jackson~~ ~~of said County~~ that his certificates
is in due forms of law & that full faith & credit is & ought to be
given to all his official acts

~~[illegible]~~ ~~[illegible]~~ under my hand & private seal
There being no seal of office at office this
4th day of August 1830

~~[illegible]~~ R. B. Clayton clerk Cc

State of Alabama } I Williams V. Compton Judge of the
Jackson County } County Court in & for said County
do hereby certify that Richard B. Clayton whose name ap-
pears to the foregoing certificate is & was at the time of
his signing the same, clerk of our said County Court
of Jackson County that his certificate is in due forms of
law & that full faith & credit is & ought to be given
to all his official acts as such. Given under my hand
& seal this 4th day of August 1830

Wm V. Compton Judge
Judge Jackson Cty Court

~~[illegible]~~

Rogers & Co. Publishers
of Florida Records &
Alex. Hamilton Pub.

State of Alabama } personally appeared
Jackson County } before me William
H. E. Wheeler an acting
Justice of the peace in and for said County
David Parkhill and James Boggs
who after being duly sworn deposeth
and saith that they say
an Obligation between John Walker and
Alexander Thompson Claimants (as
Reserve) in which the said Walker
was to take upon himself the manage-
ment of the matter and provided he
Walker succeeded in making good
the reserve then the said Thompson
was to have one third of the value
of said reserve and the balance
to go to the use of said Walker

Sworn to and subscribed
before me this 31st day July 1830
Wm H. E. Wheeler J P Jack
Justice of the peace
for Jack County

James Boggs
David Parkhill

State of Alabama } Personally appeared
Jackson County } before me William
H. E. Whiler an acting Justice of the
peace in and for the County aforesaid
and after being duly sworn saith.
That he was well acquainted with Alexander Thompson a halfbreed Chero-
kee Indian in the Years 1818 and 1819.
That he knows that the said Alexander
Thompson lived on the Lands Relaim-
ed by him under the Treaty of 1819.
on the South of Tennessee River near
old Disposition And that the Reserva-
tion Claimed by him as Honeycomb
valley was not in any manner improv-
ed or Claimed by him previously
to the treaty as I not only know my-
self but he has frequently acknowledged
to me in Conversations on that
subject. The first improvement
made on that place was made
by Isaac Moore; and although he
lived near that place at the time
he never heard until recently that
Alexander Thompson claimed
that Plain

Sworn to and subscribed
before me this 31st July 1830
Wm H. E. Whiler J P

Booker Smith

State of Alabama } I Reuben Blalock clerk of the county
Jackson County } court of the said County of Jackson
do certify that Wm H E Whitten whose name appears to
the within Certificate is and was at the time of subscribing
the same and acting Justice of the peace in and for the said
County of Jackson duly Commissioned and qualified as such
that full faith and credit should be given to his acts as
such.

Given under my hand and private seal (there
being no seal of office) at office this 4th
day of August in the year of our Lord
one thousand eight hundred and thirty one
& of the American Independence the fifty fifth
year

Reuben Blalock Clerk &c

State of Alabama } I William Crumpton judge of the County Court
Jackson County } in & for said County do hereby certify that
Reuben Blalock whose name appears to the foregoing certificate
is & was at the time of his signing the same clerk of our said
County Court of Jackson County that his certificate is in due
form of law & that full faith & credit is and ought to be
given to all his official acts as such. Given under my hand
& private seal this 4th day of August 1830

Wm Crumpton (seal)
Judge Jackson Cty Court

Recorded Aug 5th 1830
Alex. Thompson Clerk

State of Alabama } I Richard B Clayton Clerk of the
Jackson County } County Court of the said County of
Jackson do certify that Wm H E Wheler whose name appears
subscribed to the within Certificate is and was at the time of
subscribing the same an acting Justice of the Peace in and
for the said County of Jackson duly Commissioned and
qualified and that full faith and Credit should be given
to his acts as such

In testimony Whereof I have hereunto
subscribed my name and affixed my
private seal there being no seal of
office at office the 4th day of August
in the year of our Lord One Thousand
eight hundred and thirty

R B Clayton Clerk &c

State of Alabama } I Williams S. Compton Judge of the County Court
Jackson County } in and for said County of Jackson do hereby cer-
tify that Richard B. Clayton whose name appears to the forgoing
certificate is and was at the time of his signing the same clerk of
our said County Court of Jackson County that his certificate
is in due form of law & that full faith & credit is & ought to be
given to all his official acts as such Given under my hand and
seal this 4th day of August 1830

Wm S Compton [seal]
Judge Jackson Cty Ct

Others allowed depos.
Alex. Thompson Reuben

State of Alabama } Personally appeared before me
Jackson County } William H.C. Wheeler an acting
Justice of the peace in and for
the said County of Jackson Abner Moore who
being sworn deposeth and sayith that about the
year of our Lord 1815 he became acquainted
Alexander Thompson who now claims a reservation
of two hundred and forty acres of lande under a
treaty made between the United States and the
Cherokee Nation of Indians in the years 1817, and
1819 Section 3. Township 7. Range 4 East of the
Maredian Witness further states that the
said Thompson never lived or had an improvement
on said Selection claimed as aforesaid but that he
(Thompson) had an improvement on the south
side of the Tennessee River in the Cherokee nation
about three miles from said Reserve

Witness further states that some time
since he (Thompson) sold his improvement on
the south side of the Tennessee River as aforesaid
to the United States and started as an emigrant
to the Arkansaw

Abner Moore

Sworn to and subscribed
before me this 31st July 1830
Jno H.C. Wheeler P.J. [Seal]

State of Alabama } Jane Cotton being called
Marion County } upon this day appeared
before me James Walker an acting Justice
of the peace, and after being duly sworn
deposeth and saith that the said Alexander
Thompson a native of the Cherokee Nation
in conversation with her husband Mac-ie
mad declared say that he the s^d Thompson
had no legal rights to claim nor had
no claims as a Reserve to the Grant of
Land below mentioned, (to) Followes
to wit Section 3 Township 7.
Range 3 East of the Marion of Huntsville
Ville being & being in the county of Jackson
& State aforesaid and he the s^d Thompson
further stated that he never had any Improve-
ment or Live on s^d above mentioned land

Jane Cotton

Sworn to and subscribed before me
this the 25 February 1831.

James Walker J.P.

State of Alabama } I Thomas Brandon Clerk of the County
Marion County } Court of said County, do certify that James
Walker, before whom the foregoing affidavit was made now, and
was at the date of the same, a Justice of the Peace in and for said County
duly commissioned and sworn and that full faith and credit are due to
all his official acts, as such;

In Testimony whereof I have hereunto subscribed my
name and affixed the seal of Office, at Office, in Hunts-
ville this 28th day of February A.D. eighteen hun-
dred and thirty-one and of American Independence the
fifty-fifth year

Tho Brandon Clk

Grand Battles
Officers of
Grand Hampshire
Association —

, John

[illegible]

Hon Thomfson

N. 14.

Disallowed

Date	No. of Reserve	Name	No. in Family	Residence
1818 May 29	115	John Thompson	9	Thompson's Ferry, North Side of Tennessee River

Off Supt Ch Rem's
December 18. 1838

I certify that the above is a true Copy of the entry of John Thompson, a life Interest Reserve as it is Registered in the Book of Life Estate Reservations kept in this Office

For Genl Nathl Smith,
Supt Ch Rem's.

L. B. Hottyl
Clk

To the Register & Recion of the Land Office in
Huntsville, & to W. H. Salmon & all others Con-
cerned:

I claim title to the tract of six hun-
dred & forty acres of land, lying in Jack-
son County, Alabama, at the place called
Deposite, known as Jack, alias John Thomp-
son's Reserve, & taken as such by him,
as the head of an Indian family, under
the last treaties between the United States
& the Cherokee Indians. My title to said
Reserve being as I consider, a valid one,
persons disposed to enter the same under
the laws of the United States, had better
be on their guard.

March 9th 1831.

J. Mason

Proofs relative to
Chas Thompsons
Reserve

State of Alabama } Personally ap-
Madison County } peared John Baker & Hugh
Henry before me William Bar-
ker, an acting Justice of the peace in
for said County, who being first
duly sworn deposes & says that he
are acquainted with the genuine
character of Jesse Bottom, whose
deposition is filed or to be filed in
the land office in Huntsville, & that
her general character is entirely
good & she is worthy of credit on
her oath.

John Baker
Hugh Henry

Sworn to & subscribed before me
this 8 March 1831. as to John Baker and Hugh Henry

Wm Barker J.P.

State of Alabama } This day personally came
Marshall County } before me Edm Briggs
an acting Justice of the peace in and for said
Isaac Moore and Nancy Moore his wife
who being of Lawful age and first duly
Sworn deposeth and saith that they being
well acquainted with John Thompson
now deceased a resident for life
under the treaty of 1819 with the Cherokee
Nation of Indians and that the reserd-
— ation on which he resided and claimed
lay in Township 4 South of Range 4 &
three East of the Bases Meridian
in the district of lands subject to sale at
Huntsville Alabama and covering the North
Bank of the Tennessee River at Fort about
Deposit late the County of Jackson now the
County of Marshall and that they often
heard they said John Thompson say he
never would have left his reservation but
for the white People who sought to hang
him the said Thompson and did do so
until he was compelled to leave the same
That said John Thompson died in the year
1830 - or 1831 - and that he abandoned said
reservation in the year 1827 for the causes
above alluded to not
reservation and that he left the following
children and heires to wit William
Charles Sarah Nancy Alexander Eliza
Margaret Elizabeth John Jane & Richard
Thompson further this deponents saith
not

Isaac Moore
Nancy Moore

Sworn
Edm Briggs J P
Justice of the Peace

REPRODUCED AT THE NATIONAL ARCHIVES

The State of Alabama } I Richard S Randle Clerk of
Marshall County } the County Court of Marshall
County in the State of Alabama do certify that Edw
and Bridges Before whom the within affidavits were
taken is now and was at the time of taking the same
in acting Justice of the Peace in and for said County
duly Elected and Qualified and that due faith and cre-
dit is and ought to be given to all his official acts
In Testimony whereof I have hereunto set
my hand and affixed my private seal there
being no seal of office at office this 29th day
of December one thousand Eight Hundred and thirty
six and of American Independance the sixty first
year

Test R S Randle Clerk C C

Isaac & Nancy Moore
Affidavit Relating
to a certain Act or a Law
of John Thompson's

21

No 21.

Disallowed.

(Decree Written up)

D. Brookhill's Upsedia
Beaufsdings. Thompsons
Reservation

State of Alabama }
Marshal County } This day personally appeared
David Parkhill before me Booker Smith
one of the acting Justices for said County
and being duly sworn according to law
deposeth as follows:

1st Question by J. M. Folger
How long since you became acquainted with
John Thompson?
Ans. I became acquainted with him in the year 1819
2nd Ques. Do you know said Thompson to have
been the head of an Indian family at the time
of his taking the reservation claimed by him
situated at Fort Deposite on the Tennessee river,
in Marshal County Alabama?
Ans. I do.
3rd Ques. Was he residing on said reservation
on the 1st of January 1820?
Ans. He was
4th Ques. Did said Thompson ever dispose of
said reservation or any part thereof?
Ans. He did.
5th Ques. Has said Thompson abandoned said
reservation & if so, at what time, and for
what cause?

REPRODUCED AT THE NATIONAL ARCHIVES

this He abandoned it about 12 or 13 years since
(as he informed me) in consequence of being
in debt.

Further this Deponent saith not.

Sworn to and Subscribed } David Parkhill
before me this 30th day of }
November 1838.

Barton Smith
Justice of the Peace

State of Alabama } Personally appeared before me Boston Smith
Marshall County } an Acting Justice of the peace in and for said
County John H Stephens who after being first
duly Sworn deposeth and Saith as follows.

1st Ques. by Mr Folger.

Were you acquainted with John Thompson a Cherokee
Indian who lived at Fort Stephens

Ans. I was acquainted with him

2d Ques Do you know at what time he moved from the Reservation
he lived upon, and the reason of his removal?

Ans I do not recollect the time precisely, that he moved across
the River into the Cherokee Nation, and believe the
reason of his moving there, was to have the benefit
of good range, and privileges of the Nation.

3d Ques. Do or he go to the Arkansas Indians voluntarily
or was he Compelled to go.

Ans. He moved freely of his own Accord to that Country

4th Ques Did said Thompson Sell the Reservation he lived
upon at Fort Stephens before he left it.

Ans He Sold the Reservation to a Man by the name of
Salmons and left it.

Sworn to and subscribed before me
this 30th day of November 1838
Boston Smith
Justice of the peace

J. M. H. Stephens

State of Alabama } Appeared before me
Marshall County } B. J. Parsons
a Justice of the Peace of the County aforesaid Andrew
Moore and Joseph Hickey with whom
I am personally acquainted and Orbits
men and after being duly sworn say
they are acquainted with a Tract of
Land Claimed by John Thompson a Chero-
= kee indian as a reservation under the
Cherokee Treaty of 1817 and 1819 situate
in what is now Marshall County in
the State aforesaid, and believe said
Reservation of 640 acres, if valued as
an improved land to include his improve
= ments as near the Center as practicable
was at the date of the late Cherokee
treaty worth Seven thousand dollars
Said John Thompson as affiants on in-
= formed and believe and as is generally understood has
some time since departed this life

Sworn to and Subscribed
before me this 10th Nov.
1841.
B. J. Parsons

Andrew Moore
Joseph Hickey

Justice of the Peace of
Marshall County Alabama

I certify, that Andrew Moore one of the above witnesses was a
valuing agent appointed under the Government to val-
= ue Cherokee improvements under the late Cherokee
treaty 10. Nov. 1841.

B. J. Parsons
Justice of the Peace

REPRODUCED AT THE NATIONAL ARCHIVES

At the request of John A. Gillespie Esq. I state
that I am acquainted with Andrew Moore and
Joseph Hickey of Marshall Co. Miss. who appear
to have made the within Affidavit before
Benj. S. Parsons a justice of the peace. I believe
said Moore & Hickey are entitled to credit as
witnesses, and that said Parsons is a justice
of the peace in said County.

Washington Co.
Feb. 26th 1842

R. Chapman

John Thompkins
Education Claim
Dep: of
Moore & Dickey

Solucion of his improvment which I could not
collect the pour and cost. I took an order on
said Stark ag[ain]st for one Hundred and Eighty
Dollars out of the pour of the Saluation
of his improvment that was taken By the ap
praisers which I presented to the ag[en]t of said
payment which he informed would be paid
Soon as the money appropriated for that
purpose by the [illegible] provided that John Thompson
son had Removed which he had Removed in the
part of the winter 1830 or in the front of march 1830

Hugh Henry

Sworn to and subscribed
before me this 5th day of
March 1831
Thos H. C. Whitfer D.C.C.C.
Master of the Court

State of Alabama } I Richard Bledsoe Clerk of the County
Jackson County } Court for the said County of Jackson
and State aforesaid do hereby Certify that Thos H C Whitfer
whose name appears subscribed to the above and foregoing
Certificate is and was at the time of subscribing the same
an acting Justice of the peace in and for the said County
of Jackson duly Commissioned and qualified and that full
faith and Credit is and should be given to all his acts as such
In testimony whereof I have hereunto subscribed my
name and affixed my Private Seal of office there
being no Seal of office at office in Bellefonte this
4th day of March 1831 R Bledsoe Clk C C

The evidence taken respecting John Thompsons Reservations

No 182 Evidence relative to John Thompsons Reserve with W.B. Eason notice as claimant of the same attached.

No 9

Rejected.

State of Alabama } Personally appeard before
Jackson County } me Wm H. C. Whitler a justice
of the peace in and for said County Booker
Smith who after being duly Sworn deposith
and said that, I rented from John Thompson
the place Claimed by him as a reservation
in the ~~Spring~~ Winter of 1827. lying in the County
of Jackson State of Alabama. and to the
best of his recollection said Thompson
removed in the early part of that year
to a place on the South side of the
Tennessee river in the Cherokee Nation,
at which place he continued to live
until he left the Country, and as
he understood from the said Thompson
when he removed it was his intention
to go with his family to the Cherokee
Nation on the Arkansas River. as one
of the Cherokee emigrants, and at the expense
of the government of the united States
Sworn to and subscribed before
me this 5th day of March 1834
Wm H. C. Whitler J P } Booker Smith
Justice of the Peace } Seal

State of Alabama } Personally appeard before
Jackson County } me Wm H. C. Whitler a justice
of the peace in and for the County of Jackson
Benjamin Merrill who after being duly
Sworn deposith and saith, that I went on
of the Cherokee agency with John Thompson
and saw him draw his boat and Gun &
Blankets and provisions, and Come on down
with him. and saw him start on to

the Arkansas Territory which was in the
Last of February 1830 and since that time
I have received a letter from him that
he had arrived in that Country safe and
was well pleased with his Move

Sworn to and subscribed
before me this 5th day
of March 1831 —
Wm. E. Wheeler J.P. Cal.

Benja Merrell

Justice of the Peace

State of Alabama
Jackson County

Personally Come before
me Wm. E. Wheeler a justice
of the peace in and for said County Hugh
Henry who after being duly sworn deposeth
and saith that his first acquaintance with John
Thompson he lived at deposit on the North side of
the Tennessee River on the plain & frequently made
flood pointing & other was the plain where he
had taken his Reservation in the year Eighteen
Hundred and Twenty Seven Mr. Bell as my memory
serves him [redacted] said Thompson moved across the
Tennessee River into the Cherokee Nation - in the
winter of [redacted] - 30 John Thompson came to me
to get some instruction from the U.S. Stores agent
particularly the forms of order should be drawn on
the agent for Sum - or Sums of money by those who
should Emigrate in the Cherokee Nation - for the
first time. Short time afterwards I seen the said
Thompson he informed he had taken the improvement
when John Thompson lived [illegible] few days afterward
I seen the said Thompson came to me with his
Certificate Shewing me the amount of the

State of Alabama } This day personally came
Marshall County } before me Edmy Bridges
an acting Justice of the peace for the
County aforesaid David Parkhill who
being of lawful age and first duly sworn
deposeth and saith that he being well
acquainted with John Thompson now
deceased a resident for life under the treaty
of 1819 with the [redacted] Cherokee Nation of Indians
and that the reservation on which he resided
and claimed lay in Township No Seven of
Range No three East of the Basis Meredian
in the District of lands subject to sale at
Huntsville Alabama and covering the North
Bank of the Tennessee at Fort or Port
Deposit late the County of Jackson now
Marshall County and that he believes he
(and that belief is founded on what he
heard John Thompson say himself that)
he never would have moved from said
reservation but for the White People
who sought to harrass him and did so
until he was compelled to leave the same
That said Jno Thompson died in the year
1830 or 1831 not living on his reservation
for the causes above stated. and that he
left the following Children and heirs to wit
Charles Sarah Eliza - Alexander Margaret
Elizabeth Jane Richard and John
Thompson further this affiant saith
not

David Parkhill

Attest
Edmy Bridges J P
a Justice of the peace

The State of Alabama } I Richard S Randles Clerk of the
Marshall County } County Court of Marshall county in
the State of Alabama do certify that Erasmus Bridges before
the within affidavit was sworn and was at the time of
subscribing the same an acting Justice of the Peace in and for said
County duly elected and qualified as such and that due faith and
credit is and ought to be given to all his official acts

In Testimony whereof I have hereunto set
my hand and affixed my private seal this June
term of office at office this fifth day of September
one thousand eight Hundred and thirty six and of Amer-
ican Independence the sixty first year

Test R S Randles Clerk C C

Received Sept 11th
1836 and Entered
for Certain Thomas
& Wm Thompson

A.C. 21

USQUELECS QUIZ

Reservation

Heirs of Squire

No 125

Allowed

State of Georgia
Cass County

Personally appeared before me
H. W. Vaughn Judge of the
Inferior Court of said County
Cobb Starr and made oath that he
was well acquainted with Eyuice, a native
of the Cherokee Nation — and when Sherit
& Mulberry Gap in Creek near Lines, Gordon
County to relate the Indians [illegible]
[illegible] there together
in a public street meeting they met me
and a council — they asked me if they had
[illegible] letter [illegible] from [illegible]
[illegible] to relief & told them that had
[illegible] Let Georgia state law to me & said
he would have his [illegible] & his [illegible]
[illegible]
certificate to Col. [illegible] & he gave him one
[illegible] & he gave him one [illegible]
[illegible] & he
could not pay him — Sheriff told him —
[illegible] do so then
[illegible] under the [illegible]
Eliere he could
understand — I suppose
take it all together [illegible]
pond state as worth [illegible]
it might be sold for more but
about the real value of it [illegible]

Sworn to before me
Jany 27th 1837
H. W. Hougen J.P.C

I Nicholas Byers do certify that I in the
the Years of 1837 & 1838 I knew one Squire
a Cherokee Indian who lived on Mulberry
Log, in little Tennessee, the S Squire, claim
ed a Reservation under S Treaties of 6 Miles
He remained on the Land until some
time after the Land sales, this Land was
sold by the State - & some difficulty arose
about their respective Lines & Lands each
he had to leave - He was one of the last
of those Indians that many ran away, the intruders
was all around him - The Land was
worth from ten to twelve Dollars per acre
in its natural State Squire was the head of this
his Reservation lay along Sid Mulberry and
February 11th 1837 -

Nicholas Byers

No. 6.

M. Byers

Certificate

in Spencer

Case

1819 Nov. 12	No. of Warrants 309	Usque lus quice, or Squice	No. in Family 5	To include the place where Chewee formerly lived, on a Creek called Mulberry Log

I certify that the above is a true copy of the entry of Usque lus quice, a life interest Reservee, as it is entered on the Register of Life Estate Reservations kept in this Office

Given under my hand & private Seal, there being no Seal of Office, this 13th day of March 1837

for Nat. Smith, Supt. C. Rem.ls

J. Newton Hoxtzel, Cl. L

A

Certificate of

Squire's

Registration

A Brief in the case of Squiee-
Taken & filed by
13th march 1837

Gilchrist Schuell

Us qui lus qui.
Squiee.

Gilchrist Schuell
Attorney in fact

See Certificate of Registration - marked. A - filed
See Gen. Starns Testimony marked B - filed -

which proves that Squiee took his Reservation on Mulberry Creek near Mouse County That he occupied there until the State sold his land - thereby driving him off - value $12 per acre

See Nicholas Byers Certificate, marked C - who was a trader & a great man among the Indians, & to whom the Indians gave a double Reservation in the treaty, but which Squiees on the same River Little Sandy he proves that Squiee was the head of the cities Indians - that he claimed a Reservation there and was the last Indian that left the Surrounded by White men - that his land was sold by the State she was compelled to leave them -

Value from $10 to 12 per acre —

In this case I have a power of Attorney from the heirs of Squiee, he is dead, his wife & children are alive, and the Children are of age. There is some one I understand, claiming a debt of Squiee & have administered on his Estate within a few weeks, & wishes now to manage this Case so far as to receive the money on it —
To this I protest - as Attorney of the heirs for them - and if any one has debts I hope they may be filed & adjudicated as usual, - I will see Justice done the heirs

Gilchrist Schuell

Brief & proof in
Quiec &
Revocation case
filed 13 March 1837

Decree
Allowed
Decree Matter 46
No 16

State of Georgia } Personally appeared before
Cass County } me John Kendy one of
the Commissioners under the late treaty
with the Cherokee James Starr & made oath
that he was well acquainted with Squire
a Cherokee who took a Reservation under
the Treaty of 1817 & 1819 He is now dead —
He knows his family — his wife is dead
his Children & heirs are the following, Nancy
Squire Reuben Otiee, & Yarquassah
they live near him

Sworn to & subscribed
before me this 11th day
of September 1837
John Kenny
Jus the Comr

his
James + Starr
mark

Jas. Stamm

Affdt

as to the loss of

Spruce

State of Tennessee
Marion County }

This Day personally appeared before me
SS Gleaves one of the Justices of the peace for Marion
County Nathaniel T Smallin & Saig Matthews
personally Acquainted with Squire & Chris Lisa
Indians about Ten Sol old March 1838 & Saing
that Summer became personally acquainted with
Said Indians & with Two hundred in their
Battalion near the Mouth of Sequatchy creek in
Marion County Tennessee in Marion County & under
Stated from Said Indians that they had
taken an Intention to take a Piece of land
and Lay at the Same time Acquainted with
a White man at the Same time by the name
of John Martin
& that the Said Martin settled Said Indians
in the Big Island Creek, and that he would
Keep them the Indians till Ten & the Said
Martin that they could obtain Martin would
Lose Ten per Cent of his & Martin would
Lose the payment of Three Cents & Settle
Three miles about the Line of the Said
Said at Ensworth in Hamilton Co & I
understood the Said Indians Said & Saing
Recorded by Williams Grandpa Az & Balance
on Record

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I petition This Instrument Said to not
Secure to me Subscribed before me
This 2nd day of March 1837
Nathaniel J. Smallin

I do hereby certify that a Copy of Secretion
Mag Signatures appear to the foregoing Petition
I am Called to pull Indict
Sworn under my hand and Seal This 2nd
day of March 1837
S S Giles
a Justice of the Peace
for Monroe County

Agent Claim
Stat. Mailing
Dept

Cherokee Agency East

Caleb Starr makes oath that he was acquainted with Squire a native Cherokee Indian who re-
=sided for a reservation under the Cherokee treaty of 1817 & 1819 at a Creek called the Mulberry Creek in what is now Monroe County in the state of Tennessee - that said Squire resided on his reservation at the time of the treaty of 1817 and continued his residence thereon until the Spring of 1821 when he was expelled therefrom by white persons as affiant was informed and believes - That affiant never paid him any thing for his improvement on said reservation - that after he had been expelled from his said reserva-
=tion he came to Deponent and wished him to pay him ~~to pay him~~ for his improvement, which affiant did not do as he was not then an agent of the Government, - That said Squire appeared much displeased at being dispossessed and seemed to leave his reservation with regret that said Squire never sold conveyed or otherwise ~~disposed~~ disposed his said reservation ~~to any~~ part thereof to the knowledge information or belief of affiant,

Caleb Starr

Sworn to & subscribed
before the Commissioner
this 7th day December
1837

H. H. Wilson

Squire's
Warrior Claim
Capt. Starr's
Ship

State of Tennessee }
Bradley County } Before me William H Shain one of
the acting Justices of the Peace for said
County ~~Came~~ Ochchuch and Cublish and made oath in due
form of Law and upon their oaths aforesaid Saith that
they was personally acquainted with Squire a Native Cherokee
Indian who Claimed a Reservation on Tennessee River
at the Mouth of a Creek Called Mulberry Log and was
intimately acquainted with Squire long before the Entering
said Reservation up to the day of his death and at which time
Deponents were both present and heard Squire expressly
State in his last conversation that (Konohetch or Hunter)
Should have the benefits arising from his Reservation
if any thing was ever obtained for the same —
And Deponents further State that (Konohetch or
the Hunter) was Squires only acknowledged heir
and is now living at the long Savannah in the Cherokee
Nation
Sworn to and Subscribed Ochchuch ~ his mark
before me Wm H Shain Feby. 9th 1838 Cublish † his mark
Justice of the Peace

Separation
of
Oshaweek and
Cutlsia

January 1839

Usquebasquie or Squiel's Reservation. On Tennessee river at the mouth of Mulberry Log Creek Monroe County Tennessee

491 Acres of last quality mountain land @ 50 Cts pr acre $245.00	150 A good river bottom @ $20.00 pr acre $3000.00 Residence 0
	3000.00
	245.00
Total	$ 3245.11

Tennessee river

J. W. McMillin
James A Hall
Valuing Agents

Squires reservation
at the mouth of Mulberry
Long Creek Tennessee river.
Alonzo City Tennessee
1914.

Iguie, a's Reservation.

Testimony of John Black.

Question: Were you well acquainted with "Iguie" a Cherokee, claiming a Reservation, at Mulberry Log. Cities, Bounded &c. Reserved under the Treaties of 1817 - 19. between the United States and Cherokee Nation, and may be the head of a Cherokee Indian family?

Answer: I knew him well, and believe him to have been the head of a Cherokee family.

Question: Did he reside during your acquaintance with him on the Land claimed as his Reservation, and when and where was that?

Answer: He appeared to be a settled sort of Indian on the subject of residence, as he lived at several different places during my acquaintance with him. I think he lived a short time on the Land claimed as his Reservation, but not long enough as far as I recollect correctly, to have made a Crop on it. Iguie was among the first of the Indians who left that section of the Country which as far, as I can recollect, my

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during the year 1818.

Question. Did Eglece or any member of his family ever return & live on the land abandoned, or had he or they any tenant or other person on it, holding possession for their advantage.

Answer. Neither Eglece or any member of his family ever returned to live on the Reservation alluded to nor had they possession maintained by any person to the best of my knowledge and belief

Question: Did Eglece appear to leave his possession of his own accord, or was he induced to abandon by force or menaces;

Answer: He was neither induced by force or menace to abandon, as he left the country, a short time before, or about the time of the passage of the Laws of the Nonintercourse which was before the white population pressed into the Country:

Alexr McCollum

John Black

State of Tenn,
Blount County } This 3rd day of January 1839. personally appeared before me Alexander McCollum an acting Justice of Peace for the County of Blount, the deponent John Black, who made oath in due form of Law, that the several answers made by him, to the

question as stated and proposed, in the within deposition, are true and correct to the best of his knowledge and belief

Alexr McCallum Jun
Justice of the peace

Magistrate Ter St Paul

Agnes Co. Case,
Testimony of
Mr. John Black.

State of Tennessee } Personally appeared
Maury County } in Open Court John
Black who gave a Deposition to Wm Lyde
in Squire's case, he says he intended
them to only give his opinion as to the time
he went away — he said them & more
says that he knows not when
Squire the Indians left his Reservation
but I know not whether it was
before or after the Land Sales —
He was not present when Squire
went away, nor does he know
whether he left voluntarily or was
driven off — Smallen living nearer
than I did I think

Sworn to in Open
Court & subscribed
June 18th 1839 —

John B Long

E H Foster Clk

Depo of John
Black
in Squires

Cherokee Agency East

Robert M Smalling aged 47 years ~~[illegible]~~ maketh oath that he was personally acquainted with Sqwic a Native Cherokee Indian and had an Indian family Residing on the Territory ceded to the united States by the Treaties of 1817 and 1819 and Entered a Reservation at the place where he then Lived at the mouth of a Creek called mulberry Cog on Tennessee River and continued his Residence up to the Year of 1822 and was drove from his Reservation by white men one Rinehlee among them named John Martin who was aided by two men by the name of Poplen and one by the name of Cain. Martin first moved in an Indians house named Tuc and forced him out and from his house and shortly after drove Sqwic from his Reservation which he left with great Reluctance and said there was avaluable Silver mine on said Reservation and it had not so much good land on it as some other, but was more valuable than any other in the District Sqwic held on for some time against these intruders but was obliged to leave the Place the Reservation was sold at the Land Sale in Knoxville but Sqwic never sold Consented or received pay for said Reservation or any part there of as Affiant

Robt M Smalling

Witness
Sworn & Subscribed
4 Sept 1838 before
J Brown J. Peace Cherokee Co

Squier
vs.
The united States
Robert M. Smallings
desertion

To the Hon John Kennedy and Thomas
M Clellon & James Riddell Comrs &c

Your Petitioner Con-o-he, La, Kee, or
Hunter, respectfully represents that he is the only Child and heir at law of
Ah, qué, Lus, Quice, or Squice &c a native Chero-
kee who took a reservation of 640 acres of
land under the Cherokee Treaties of 1817 and
1819 by registering his name with the Cherokee
agent for the same at the place where he
then resided on Mulberry Log Creek in what
is now Monroe County in the State of Ten-
nessee and on the territory ceded by said
treaties by the Cherokees to the United States,
a Certified Copy of which registry is here-
with filed as a part of this petition. That
Your Petitioners said Ancestor Continued his
residence on said Reservation until the Spring
of 1821 or 1822, when he was expelled and
driven therefrom by White people, as abund-
antly appears by the proof on file. That
said Reservation was sold by the State of
Tennessee at the Ellis Agency Land Sale in 1820
and the proceeds of said sale appropriated
to the use of the State. That your Petitioners
Ancestor in his lifetime being poor and being
Embarrassed by legislative enactments eventually

REPRODUCED AT THE NATIONAL ARCHIVES

designed to prevent a recovery by your Petitioners ancestor, and by others similarly situated; and designed to Cast a Cloud over their title, - Many of which laws your Petitioners is advised are unconstitutional, and your Petitioners Ancestor in recovering from such Course of legislation that the whole power of the State of Tennessee was arrayed against him and his right under said Treaty despaired of successfully prosecuting suit in the Courts of the State for the recovery of his rights, but feeling more Confidence, that justice would be administered to him by the tribunals of the Genl Government of the United he instituted his action of ejectment some years since for the recovery of said reservation in the district Federal Court of the U. States at Knoxville, but said Court dismissed said suit for the want of jurisdiction, and your Petitioners Ancestor did not in his lifetime feel able to successfully Contest his rights against the powers of the State in the Courts of Tennessee, - but your Petitioners refers your Honors particularly to evidence on file of Oo, Ked, Kik. & Culsteah, who were present at the decease of his said Ancestor which proves that in his last Conversation had not abandoned his right to said reservation but by his Last Will which is binding in Cherokee usages and Customs

bequeathed the benefits of said reservation to
Your Petitioners should any thing ever be obtained
for it. Your Petitioners refer to this dying de-
=claration of his deceased ancestor as evidence of
his continued claim till his death. That Your
Petitioners Ancestor having Complied as far as prac-
ticable with the Terms of said Treaty by residing on said
reservation until he was forcably expelled therefrom, and
never afterwards being able to obtain possession thereof never
forfeited his right thereto; By virtue whereof and by virtue
of said Treaty a fee simple title has accrued to your
Petitioners since the death of his said ancestor. That
Your Petitioners is forcibly and unjustly kept out of
possession of his said rights by the purchasers of said
reservation from the State of Tennessee or those holding
under them. That said reservation as your Petitioners
is advised is worth ~~eight~~ valued as unimproved
land six or eight thousand dollars. That under
the Cherokee treaty of 1835 he is entitled, as he is
advised to said valuation. Wherefore he prays
that the same may be by your Honor adjudged
him.

Coms. he ca ker, or Hunter
By his Atto. John F. Gillespy

Petition of
Cox, Lee, La Rue & Hunter
Only part of Exhibit
for his contested Claim

Nancy Squirrel,
Hunter,
Alice, and
Jane, grandchildren
of Usquilasquiee, or
Squirrel, deceased,
vs
The United States.

Claim for compensation
for the value as unimpro-
ved land of a reservation
of 640 acres on the
territory ceded by
the Cherokee treaty of
the 27th February 1819.

The Children of Usquilasquiee, or Squirrel
dec'd, Claim Compensation for the value, as unim-
proved lands, of a reservation taken by their said
Ancestor pursuant to the treaties of 1817 & 1819
On Mulberry Log Creek on the territory ceded by
the treaty of 1819 and entered by their Ancestor
as the head of a Cherokee family on the 12th Nov.
1819.

It Satisfactorily appears to the Commissioners from
the Certificate of Registry of Usquilasquiee or Squirrel
the depositions of Samuel Starr, Gabriel Starr, Na-
-thaniel Smalling, & Robert M. Smalling, Cherokee Witnesses,
that the Ancestor Usquilasquiee, or Squirrel at the
date of the Cherokee Treaty of 1819 was a native
Cherokee Indian, and the head of a Cherokee
family, and then resided and had an improve
-ment near the mouth of Mulberry Log Creek in

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the North Side and near to little Tennessee river in what is now Monroe County in the State of Tennessee, and on the territory Ceded by the treaty of 1819. That Claimants are his reputed and acknowledged Children and heirs at Law. That said Ancestor on the 12th day of Nov. 1819 procured his name to be entered on the Register or Roll in the Office of the Cherokee Agent his name for a reservation of 640 acres at the said place on Mulberry Log Creek, where he resided and had his improvement. That he Continued his residence on said reservation until the Spring of 1821 or the year 1822, when he was Compelled to remove therefrom by white men by the name of Martin, Poplin, and Cain. That he left the reservation with much reluctance, Complaining of his treatment, and alledged there was a valuable Silver mine on the place. It also appears by an inspection of the Tennessee Statutes, that Tennessee by act of Assembly of 1819 Chap 39 Sec 1. & 2. did not acknowledge or recognize the reserves right under the treaties of 1817 & 1819 by authorising only reservations taken before the 1st day of July 1818 to be surveyed as such and appropriated to the reserves, but regarded of the Ancestors right as a reserve under the treaties, Authorised his reservation to be surveyed and Sold for the use of the State; And it appears from the proof it actually was Sold in the ~~the day of Dec. 1821~~ fall of 1820, and has ever

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sion been held under the title of the State. The Comrs are therefore of Opinion, that the ancestor Complied as far as was practicable with the terms upon which his reservation was granted. That he was guilty of no forfeit=ure of his right under the 8th art of the treaty of 1817. not having voluntarily removed therefrom, but that he was Compelled under the Operation of the Removal laws referred to Compelled to abandon the reservation. It also appears to the Satisfaction of the Commissioners from the proof, that said Ancestor Squiew, and his wife are both dead, And that Claimants are the Children And heirs of Squiew, and are entitled to the fee simple reversion in said reservation. The Commissioners therefore being Satisfied, that Claimants and their Ancestors have not sold or Conveyed the reservation or any part thereof, but in all things have Complied as far as practicable with the terms upon which the reservation was granted, and have been Compelled by the laws of Congress to abandon the same Are of Opinion that Claimants are entitled under the 15th art of the treaty of the 29th Sept. 1833. and the supplement thereto of 23d May 1836 to the value of the reservation as unimproved land. And it appearing from the report of Joseph W. McMillan & Thomas Hawkins Agents appointed by this board to value the reservation, that the same as unimproved land is of the value of $ Thereupon it is Considered Adjudged and decreed by the Comrs that the said sum of $ appraised as aforesaid be awarded and allowed said Claimants in equal shares or dividends for said reservation as unimproved lands

Decree

Children of Spain

vs

The U. States

Too chostostah

Reservation

Sac cho tes tah

No 29

Dinkum

September 6th 1819. No 268. Names Joo, chos, tos, tak. Family 6.. Sugar Town Creek.

Office Ch Removals
22nd March 1838

I Certify that the above is a true Copy of the entry of Joo, chos, tos, tak a life estate Reserve, as it is registered in the official Book of Life Estate Reserves kept in this office

for Genl Nat Smith
Supt Ch Rem.
E. Hitchcock

n. N.o 768

Too, choo, too, took

Sugar Town Creek

State of North Carolina, } To the Honorable Commissioners for settling
Macon County } Claims under the Treaty or Treaties made
Between the Cherokee nation and the United States, for obtaining Cher-

Respectfully Petitions and Memorialize Your
Honor that he thinks and is advised and believes he is entitled to
pay for a certain Reservation under the following Circum-
stances (to wit) that in the Year 1819 he for Cherokee Taken
being the head of a Cherokee Indian family he resided
on the Cessions Territory entered his name for a Reservat-
ion lying on a fork of Tennessee River known by the name of Tar-to-war
Fork of said River in Macon County North Carolina and
that he entered his name for a Reservation in the office of the
Indian Agent R Jolley as described in the books of
said office which he prays may be taken as part of this
petition that he and his family were at the time and
for Twelve months before that time residing on said
Reservation and Continued to reside there on until the
Spring of the Year 1820
that before he left his reservation the Whites had com-
taking possession of the Country generally and had
actually taken possession of part of said Reservation
and the whites with the Claims of the Persons as though
they had no title to the reservation thus taken under the
Treaty And the whites by force and threats were and
had been taken possession of the reservation thus
acquired and that the whole population aided by
some of the Indians who backed them by force Violence
and threats Intimidated the Indians who had taken
Reservations so much by their perpetual annoyance
they together with myself were forced to leave
them and my own possessions and I have not sold
or conveyed my reservation by deed or otherwise and
as your petitioner has not parted with his Interest either
in Law or Equity and that in Law or Equity he is entitled
to the same as he is informed and believes and your petitioner
prays that after considering the premises adjudged him

to be paid for the said reservations whatever sum of money
he may be entitled to under existing Treaties &c and
he will ever pray &c
1st day of March 1838-

Jno Foo Chas Foo Lah his (Seal) mark

David Brown
Interpreter

The above facts stated of my own knowledge I know to
be so and those not of my knowledge I believe to be
so sworn to and subscribed before me this
1st day of March 1838. Jno Foo Chas Foo Lah his X (Seal) mark

Sam'l Saunders J.P.
I. Co.

Petition of
Foo Chas Foo Lah
for Reservation

I Saml Saunders a Justice of the Peace for the County of Macon
& State of North Carolina do hereby certify that Foo Chas Foo
Lah who was duly Sworn to the above petition and Memorial
was fully acquainted with the obligation of an oath that
he fully understood at the time what he was doing for that
David Brown a good Interpreter and who was Sworn for the pur-
pose interpret to him acted as the Interpreter at the time and
from the whole of the transaction I believe that Foo Chas Foo
Lah fully understood both the obligation of an oath and
what he was doing In testimony whereof I have hereunto
set my hand and Seal at Justice of the Peace This 1st day
of March 1838

Sam'l Saunders J.P.

State of North Carolina } This day personaly appeared
Macon County } before me Samuel Saunders
One of the acting Justices of the Peace for said
County David Brown and after being duly sworn depo
seth and saith that he was well acquainted with Too
Choo tee tah a Cherokee Indian and that from 1815 to 1821 he
the said Indian Too Choo tee tah Lived on the Shugue ban fork
of Tennessee River near where the 3 forks end and that he the
said Brown understood that he the said Indian Too Choo
tee tah had Johns this Reservation than at the place
he was living and that he knows that the Whites took
forcable possession of the fields of said Indian and that after
many Threats violence & force he the said Indian Too Choo tee
tah had to leave his place of Residence as the whites
paid no attention in the settling of said purchase of said
Reservations and Threatning the Reserves in general as
though they had no titles and in many cases I know
by common report that many of the Reserves Hogs & cattle
the whites had nearly killed up all most all their Stock
and whipping and abusing them when and where ever
they could catch them and I do know the above
Indian was forced off of his possession or the place where
I allways understood he the said Indian Too Choo tee
tah had taken his Reservation or where he lived the
above facts stated of his own knowledge he knows to
be true & those not of his knowledge he believes
to be true sworn to and subscribed before me this 8th
ag of March 1838

David Brown

Attest
Saml Saunders J.P.

We the undersigned are and have been acquainted with David Brown for a number of years last past and take pleasure in saying that he is a man who has allways sustained a good Character and would be intitled to gen[eral] credit in all subjects and more particularly when on oath this 8th day of march 1838

Sam[uel] Saunders J.P.

Browns
affidavit
for los chos los tak

No 75

Rejected 23d Com
of December 1838
Disallowed

Decree William up
[No 29]
Room attorney

[illegible] ii - Ch ostrobostab's reserved claim
petition alledges in 1st Claim - being the
head of an indian family entitled for a
reservation on the ceded territory in the year
1819 at the Sugar Town Fork of Tompkin
river in Macon Cty N. C. - That he and
his family were then and had been for 12
or 15 preceding residing on the reservation -
and continued to reside there until the
Spring of 1820 when the white people
moved upon and forcibly took possession of
part of his reservation and compelled him
by force and threats to remove from
them. - That the people moved into the
County - took possession forcibly of reservation
generally and by perpetual aggressions
and threats compelled the reserved and
Claimants with the rest to abandon
their reserves. - Certificate of Registry
shows Claimant Registered on the 6th
of Sept at the Sugar Town Fork hav-
ing 6 in family - Petitioner alledges
he never sold &c

The Deposition of David Brown Returned
by the Justices to be a Credible witness
fully confirms the Statement on oath
of Claimant - Prayer of Petitioner
under the late treaty -

The Only question in this case is whether
Claimant having been compelled by force
and threats to remove is entitled to Com-
pensation -

Jellify Atty.

Brief
Dr Chester Ashley
Claim

VANN, ISAAC

4 / 3

State of Tennessee

Be it remembered that on the 12th day of October 1830. the following bonds was executed and delivered to the Clerk of the Circuit Court of Monroe County. Viz

Know all men by these presents that we Isaac Mann & Elisha Rucker are jointly and severally held & firmly bound unto Isaac Julian Samuel Fryer John Fryer Hugh Boyd Robt Sneed Armistead Bealer Thomas Bunch Levi Williams Levi Sands & Susannah Coffell in the penal sum of two hundred & fifty dollars to be void on condition that the said Isaac Mann's Defendant shall will & effectually prosecute a suit by him this day Commenced against the said Isaac Julian, Samuel, John, Hugh, Robert, Armistead Thomas, Levi, William, Levi, Sands & Susannah Coffell in the Circuit Court of Monroe County otherwise to pay & satisfy all Costs that may be awarded for failure Witness our hands and Seals this 12th October A.D. 1830

Seal

Elisha Rucker (Seal)
Isaac Mann (Seal)

Clerk's

State of Tennessee To the Sheriff of Monroe County Greeting you are hereby Commanded to take the bodies of Isaac Julian Samuel Fryer John Fryer Hugh Boyd, Robt Sneed Armistead Bealer, Thomas Bunch, Levi Williams, Levi Sands & Susannah Coffell if to be found in your County & them safely keep so that you have them before the Judges of our Circuit Court to be held for the County of Monroe at the Court house in Madisonville on the Second Monday of November next to answer the Complaint of John Doe Lessee of Isaac Mann in a plea of Trespass with force & arms whereof they broke and entered the Close of him the said John and ejected him therefrom to his damage five hundred dollars Herein fail not, and have

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[illegible] this writ Witness John B Preston
Clerk of our said Court at office in Nashville
the 3rd Monday of May 1830

John B. Preston Clerk
by E. St. Clair D.C.

Issd 12th Octr 1830

Executed on Isaac Isham John Joyce Hugh Boyd
Edd Bruce Thomas Bunch Levi Williams
Levi Lewis Armistead Baxter Sudamah Cofell
this 15th October 1830 John B. Henderson Shff

Declaration

State of Tennessee } In November Term 1830
Monroe County } John Doe by leave of Isaac
Mann by attorney Complains of Richard Roe
in Custody of the Sheriff of a plea of Trespass
for this that whereas the said Isaac Mann on the
first day of January in the year eight hundred
and thirty at Monroe in the County aforesaid had
licensed & granted to farm let to the said John
Doe a Certain tenement or parcel of land
lying & being in the County of Monroe aforesaid
in a valley called the Sweet water valley the
place known to be said Manns reservation
beginning at a Stake thence South three
hundred and twenty poles to a Stake thence
east three hundred & twenty poles to a
Stake thence North three hundred and twenty poles
to a Stake thence East three hundred and
twenty poles to the beginning including the
said Manns dwelling house & improvement
in the Cowbe as near as practicable Containing
six hundred and forty acres lying on Sweet
water Creek on both sides of the road
Called Blairs ferry road hereditaments thereunto
belonging to have & to hold to the said John Doe
his heirs or assigns to the full end and term
of ten years from thence next following

and fully to be Compleate and ended by virtue
of which said demise the said John Doe entered
into the tenement aforesaid and was in
peaceable possession of the same whom the
said Richard Roe afterwards to wit
on the second day of January aforesaid
with force & arms entered into the said
tenement with the said Isaac Vance
in form aforesaid for the term aforesaid
had demised & granted to the said John
Doe and ejected and threw out the said
John Doe from his said farm his term
aforesaid not being then nor yet expired
and other wrongs and injuries to the said
John Doe then and there did against the
peace of the State to his damage five
hundred dollars and therefore he sues &c
and their are pledges &c Tom Doe &c
for pltff

Messrs

Isaac Julian Samuel Fryer John
Fryer Hugh Boyd Rutt Samuel Armistead Blair
Thomas Bunch Levi Cuthbert Levi Land
Jeremiah Cissell

Gentlemen You are informed that
You are in possession of and Claim title to the
premises described in the above declaration
of ejectment or some part thereof & being
sued in this action as Casual ejector having
no title to the same otherwise than by yourselves
or some attorney to appear at the next
Circuit Court to be held for the County of Jefferson
at the Court house in Charlestonville in said

County on the second Monday of November next
and Cause yourselves to be made defendants in my
Room or I will suffer Judgment to go against
me by default and you will be turned out of
possession

Your loving friend
Richard Tate

And at a Circuit Court began and held for the
County of Monroe at the Court house in
Madisonville on the Second Monday of
November 1830 the following entry was
made of record to wit

Isaac Cummins Sepr } Ejectt
" }
Isaac Julian et al's } On affidavit it is ordered by
the Court Daniel Marshall
and Archibald Williams be
admitted to defend in the room and Stead of
Levi Sanders and Levi Williams their lessors
Said and Thereupon Came into open Court Isaac
Julian and Jonathan Scudding and undertook
that if the Said defendants be Cast that the Said
defendants be Cast they will pay all Costs
or they will be Cast for them

By Consent of parties by their attorneys
It is ordered by the Court that the plaintiffs &
defendants each have leave to take depositions
of any Witnesses they may Chuse giving
the opposite party thirty days notice of the
time & place. Notice to be served on Rutherford
Hall agent for the plaintiffs and on Hugh
Boyd & Robt Reed on part of the defts

Hugh Montgomery Deposition aged 65
Deposeth and Saith as follows viz
Quest[n] 1st by plaintiff's agent
Colo Montgomery State what you know of the
Registe of Isaac Vans name for a Reservation on your Books
Answer I find the name of Isaac Van on the Registe of
of Life Estate Reservations kept in this office
in the following words & figures (viz)

1817			Qu. in family	
July —	10	Isaac Van Swearingen	3	
		and further More this	Deponeth Saith Not	
			H. Montgomery	
		Sworn to & Subscribed	As agent for the	
		before me this 17th. Novemb[r]	Cherokees	
		1832 Benj. Hambright		
		Com		

John A McCarty deposition taken by agreement
of the Parties
Quest by R Pitt agent for Isaac Vann
1st did you as Clerk to Colo Mojs Enter the name
of Isaac Vann for a Reservation on the Register of Life
Estate Reservations Kept in the office of the Cherokee Agency
by the Direction of Colo H. Mojs the then agent
Answer 1st I did Enter his name by Direction of Colo Mojs
the Verbal Written or Verbal but would not
Register it without Such Order but for what Reason I
do not Recollect but believe there was Some

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difficulty with him about Stealing, and the
Indians were threatning to whip him & it was said that
he run away from the agency (I think from mcminns treaty
at the old agency & the Entry is for a Reservation
on Sweetwater I do not know where his
family was or whether he had any or not
how do I know any thing of his Stealing of my own Knowledge
must it be by Mr Churchwell was old Mr Vann
acknowledged as a Cherokee when you first
knew him answer he was not
until I came to the present agency
in 1820 as the Indians told me J L Mc Coy
Sworn to & Subscribed before me Novemb 17th 1832
B " Hambright Com

C A " H " Montgomery Page 65
Deponent on Oath as follows
Question by Gen Churchwell agent for the
Defendants Col Montgomery In your Deposition
taken this day by the plaintiff you speak of
Isaac Vanns name being on your Register for a
Reservation please to State If the same Isaac
Vann is not on your Arkansas Emigrant Roll
& If he has not Rec'd the articles given by
Government to Emigrants
answer 1st his name is on my Arkansas Roll
I " Entered it by his direction on the 12th day of February
1832 And Delivered him one Rifle Gun

Ex
of
a
in
his
G.
his

Qu
A
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Lib

Eight Blankets One Kettle and five pounds
of Tobacco articles furnished by the Gov^t to Emigrants
and I believe he Recv^d the Commutation in money
in Lieu of Transportation of his family & horses
his horses or a part of them were Lost by his
Brother and he promised to go home and take
his Family on immediately or in a short time

Quest 1st by R Butt agent for the Plaintiff
How many in family did Isaac Vann Enroll
Answer 1st He Enroll Eight in family
Quest 2d by Butt in what part of Nation did he
Enroll his family as living in
answer 2d he Enrolld as living on Illinois waters
Quest 3d by Butt Have you any acquaintance with him
Answ 3d I saw him once before he Came to the agency
and Enrolld & he told me he claimed a Reservation
on Sweet Water Creek but knows the further
about him or the Reservation further this deponent Says
that

H. Montgomery
Ags agent for the
Cherokees

a copy from the Register of Emigrants
for Arkansas Territory in my office

		Gun	Blankets	Kettles	Tobacco
1832					
Feb 12	Isaac Vann & family Illinois	1	8	1	5

This is made a part of my deposition
H. Montgomery
Ags Agt

Isaac Mayfield Deposition

Quest by Lt Churchwell for Defendants = Mr Mayfield State what you know of Isaac Vann & his family where you first saw them living & where he went and who his wife was

answer 1st In the fall of 1819 I came to Coin Creek Waters of Connesauga in M'Minn County where I found Settled in three Cabbins Schrumpsher his two Sons and Isaac Vanns family whose wife was a daughter of Schrumpshers I bought there — Improvements I Understood that Isaac Vann went off into the Cherokee Nation near Fort Armstrong and his wife told me that he was about to take an Indian woman for a wife after I bought the Improvement I seen Isaac Vann frequently about the Cabbin where his wife Staid

and further this deponent Saith not

R Mth declines Cross examination

Isaac Mayfield

John Sorbet Aged
who being duly Sworn deposeth & saith (viz)
1 Quest by Dft Sneed
Mr Sorbet were you acquainted with
Isaac Ivan in the year 1818 If so where did
he live and when did he leave the place
ans
Never had any acquaintance with
Isaac Ivan nor never seen the man to make
his knowledge no & dont know of his own
knowledge whether he ever lived in the
Cabbin I moved to on Swiat water
on the land where Robert Snead now
lives but Understood by some People
he had lived there
2 quest
when did you move to the Cabbin
above named on Sweat water
ans on the 4 of February 1819
3 quest
Did you or not find any Person in
possession in possession of the Cabbin when
you moved to it
ans I did not
4 quest by the same
was there any house hold furniture in the
house and If so what was it
ans there was some stock and a furniture
table all split aperm
5 quest by the same
Did Isaac Ivan ever apply to you
for the Cabin or any other person for him
ans no

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c questd by the Courts
Do you or not recollect in what situation
the cabbin was in when at the time you
moved in to it and the door was shut
and do think a nail was in the door
and further the deponent saith not
Sworne to and subd John Corbet
Subscribed before me this 21 of Nov 1833

James Montgomrey
Justis of the Peace

John Scrimsher being duly Sworn deposeth
and saith that in Question 1st are you
acquainted with Isaac Sann
answer I am, Question 2d by same is
he a native of the Cherokee nation
Answer he is question 3 by the same
Did he live in 1817 untill the later
part of 1818 on a creek known
by the name of Sweat water in the
County now Called Monroe
Answer he did question 4 by the same
at that time was said Sann the head of
a family answer he was question 5 by the same
Did he register his name with the agent
of the Cherokee nation for a reservation
Answer he did, question 6 by the same
Did Sann nail up his house with
his effects in it & to go on a visit to his
Father whin & his wife who he did

question & by the Same
Dew Adams Absence was so the House broken
open and possession taken by a white
Man Sworn Sd was
quest 1 by the same
Did Adam Return from that visit to
get possession of his house again
Sd he did but could not get it
quest 10th by the same
was it through fears of threats of white
men that he left the Country —
Answer it was
I heard while many threaten to Kill him
Some told me that he was a Freeman
Left the Country
Question 11th By the Same
was it after the white men took possession
that you heard these threats
Sd it was Same was so frand
he left the road & went through the
woods when he left the Country quest 12
by the same Did Dan ever Explain him
Self that he had an intention to stay
on the place & would not don so
he was not afraid Sd he did and
I believe would quest 13 by the Same
after he went that visit home and
his wife to his father did he tell the Question
to take possession of his land again
Sd he told me he did but could not get
it and further this deponent saith not

John X his Jozimus
mark

Sworn to and acknowledged before
me at the house of Caleb Star in
the County of Merrimm & State of
Tennessee

B A Colle
J P

And Likewise the deposition of
Question 1 by the Same
are you acquainted with Peace han
Ans Same Quest 2 by the Same
Did you ever pay him anything as agent
for the government for his reservation
that he requestered for on Sweat water
Ans I did not Quest 3 by the Same
was he a native of the Cherokee Nation
Ans - he has been acknowledged for
and further this deponeth saith not
Sworn to and acknowledged & Caleb Star
before me at the house of Caleb Star
in the County of Merrimm State of Tennessee

B A Colb J P

Postage for two Each ~~fee~~
witness attend ~~ce~~ ~~of~~ Each 12½

Transcript

Isaac Thomas Esq.

vs

Isaac Tichenor

& others

Clerks fees for

Record & Copy of

Depositions $5.00

Wednesday 11th October 1837

Isaac Vann's Exr's
vs
Isaac Julian's

It appearing to the Satisfaction of the Court from the admission of the parties in this Cause that the Defendant Claims title to the land sued for in this action as an Indian Reserve under the treaties of the United States of America and Cherokee nation of Indians made & concluded in the years 1817 & 1819 and also that the Defendants Claim title to the same land under the State of Tennessee therefore on Motion of the Defendants & the Motion aforesaid of Hugh L. White who has been appointed Counsel on behalf of the State of Tennessee to attend to & manage such Such Negotiations this Cause be transferred of this Cause to the Honorable Circuit Court for Jefferson County for final trial it is Ordered by the Court that the Clerk of this County transmit to the Clerk of the Circuit Court for Jefferson County at a Court to be held for said County on the second Monday of February next at the Court house in Dandridge the original papers in this Cause with a Certified Copy of the record of this Court thereto & that said Cause be transferd there for trial to be then proceeded in according to law —

Isaac Vann's Exr's
vs
Isaac Julian & others

Exd
The Transcript & proceedings had in this Cause in Monroe County having been filed in the office of the Clerk of the Circuit Court for the County of Jefferson on the 20th day of May 1837 the following proceedings were had in said Cause in said Circuit Court (viz)

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At August Term 1831

By Consent of the parties the trial of this Cause is Continued until the next term of this Court & Commissions are awarded them generally to take depositions, giving Authurford & Will 15 days notice for the plaintiff on the plaintiff giving Hugh Boyd & Robt Snod thirty days notice of the time and place of taking the same and to be read in evidence &c and to be taken before any Justice of the peace &c -

At February term 1832.

On motion of Roger Lea Esqr under the provisions of an act of the General Assembly of 1831 this Cause is transferred to the County of Monroe where it originated and it is ordered by this Court that the Clerk of this Court transmit a Transcript of the proceedings had in this Court the original papers in the Cause & a taxation of the Costs to the Circuit Court of Monroe County - I William Swan Clerk of the Circuit Court of Jones County in the State of Tennessee Certify that the foregoing transcript is a true Copy from the proceedings had in said Cause

Given under my hand & private seal (Seal) having no seal of office in Jonesville the 9 day of March 1832

Will, Swan

Feb 18 & March 1832 E.H. Leon D.C

And the Cause was Continued from day to day
and from Term to Term until at a Circuit Court
began and held for the County of Monroe at
the Court house in Madisonville on the Second
Monday of November 1833 and on Wednesday
the 15th day of the term the following only
was made of record to wit

Isaac Vann's Lessee vs Eject
Robt Allred & others } Came the parties by their
attys and a Jury to wit

Marion W Funk, Joseph Cook, James Mitchell
Peter Michael, Talbert Hicks, David Stuart
Saml Quigley, John Smith, George Ivey, Ambrose
Hart, John Cochran & Jesse Thrasher who being
elected tried and sworn well and truly to try the
issue joined between the parties upon their oath
do say the defendants are not guilty in manner
and form as the plaintiff in his declaration
hath alledged. It is therefore Considered
by the Court that the defendants go hence
without day and recover of the lessor of
the plaintiff all Costs in this behalf expended

State of Tennessee
Ea E. Th. Ulrear Clerk of the Circuit Court
for Monroe do Certify that the foregoing
Contained is true Copy of the Record & Judgment
in the Case of Isaac Vann's Lessee against Lewis
Julian & others now on file in my office
Given under my hand & private Seal
having no official Seal of office at
office in Madisonville this 28th day
of April 1838

Ea Th Ulrear Clk

Transcript
Isaac Thomas Sup.
vs
Isaac Tichenor
& others

Clerk's fees for
Record & Copy of
Depositions $5.00

State of Tennessee } Personally appeared before
Bradley County } me James W. Wilson an acting
Justice of the peace for said County John Perimshon
& Mary Perimshon who after being duly sworn
deposeth and saith on oath that Isaac Vann was
dispossessed illegally of his Reservation being from
home his house broken open and taken which he
never could get back. The said Vann was a
resident of the state of Tennessee Monro County —
the said reservation lies on the waters of Sweetwater
Creek on the north side of Hiwassee River the said
Vann was making considerable improvements on their
reservation and had the appearance of spending his
days on said reservation. The said Vann never sold nor
conveyed the said reservation by deed or otherwise to any person or persons nor do we believe
that the said Vann ever has received any value
for the same and that the said Vann has been unlawfully kept out or from the free use and occupation
of the same from the time of his dispossession up
to the present date. Sworn to and subscribed
this 2nd day of December 1836

Test by me
James W. Wilson
Justice of the peace

his
John X Perimshon
mark
his
Mary X Perimshon
mark

Depositions -

Vs.

Isaac Vann

Register of persons who wish reservations under the Treaty of July 8th 1817

Date	No. of Reservations	Names	No in family	Place of Residence	Remarks
1817					
July 10	46	Isaac Vann	9	Sweet Water	

I certify that the above is a true transcript from the Reservation register of 1817. now in the Office of the Cherokee Agency East

Cherokee Agency East
Dec. 5 1836

G W Currey Clk
to Supt. Cher. Rem.

Papers relative
to
Isaac Harris claim
for reservation
filed 10th Dec. 1830

Copy

I do hereby certify that I have that
I have (personal) and (Hobby) Friendship
is the best of any Knowledge would
speak the truth when called upon
in open Court or else where given
under my hand and seal
this 1st December 1836 James Mc Vay

I do hereby certify that I believe
that John Schoemaker and Mary Schoemaker
to the best of my knowledge would speak
the truth when called upon in open court or
else where given under my hand and seal
this 7th December 1836

James McClellan Esq

H Wilson
Certificate

Brief of
Isaac Lamb

Isaac Evans -
Case for a Reservation } This case is submitted upon
the testimony of Crimsher wife & Children -
& are completely within the treaty - as Indians
Gillehun Chenee
Atty in fact

Deposition

vs

Isaac Lamb

State of Tennessee } Personally appeared before
Bradley County } me James H. Gillem an acting
Justice of the Peace for said county Samuel Childers
who after being duly sworn deposeth and saith on oath
that Isaac Lane was Illegally dispossessed of
his reservation the said Lane being from
home and his doors being nailed fast the
doors being broken open and possession taken
by a man by the name of Carter but the said Lane
never could get it back again

Sworn to and Subscribed unto this 7th
December 1836
Test by me
James H. Gillem
Justice of the peace

his
Samuel C Childers
mark

Certificates
Johnson
Jas. A. Hair
Wm. Upton
as to Value

Isaac Lowes

State of Tennessee
Monroe County } We the undersigned do certify that we are well acquainted with the tract of land claimed by Isaac Cannas as a Reservation of 640 Acres of land Taken under the Treaties of 1817 & 1819 between the United States and the Cherokee Indians on Sweet water Creek

And we believe said tract or Reservation to be at least worth Sixthousand four hundred dollars in an unimproved State

Sworn to corroborated to before me this 5th day of January 1837—

Saml McCloud
James A. Starr
William Pistole

Thos. L. Sweeny
Justice of the peace

State of Tennessee
Monroe County } I Thomas L Sweeny a Justice of the Peace of said County do hereby certify that I am personally acquainted with Samuel & James & William Pistole whose names are subscribed to the above affidavit or certificate of the Valuation of Isaac Cannas Reservation and believe them to be good Judges of the value of such property and that they are men of good moral Character and entitled to Credit and would implicitly believe any Statement or oath they would make Given under my hand this 5th day of Jany 1837.

Thos. L. Sweeny
Justice of the peace

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State of Georgia } I John B Jackson Clerk of
Mcintosh County } the County Court for the
County and State aforesaid
do Certify that James C. Carlisle is and at the
Institution of the Board of said County duly Commissioned
and sworn and that full faith and credit are
due his official acts as such
Given under my hand and seal of
office at office in Athens this 28th day
of January 1837

John B Jackson Clk

This Certificate is put on the wrong paper

10 Deposition of Isaac Vann
B John Scribner
2 May & Simeon
D Lemuel Childs
in Isaac Vans
case

Isaac Vann

No 9

Filed E
Chancellor

[illegible] aged 87 years
[illegible] James W.d Wilson
one of the acting Justices of the Peace in and for said County
and after being first duly sworn according to law upon a valuable
consideration [illegible] Deposeth and saith that he resided in the
Cherokee Nation in the year of our Lord 1809 and by reason thereof
[illegible] a Cherokee Indian Reservation in the Cherokee
Nation on the 1st day of Jan.y 1810

That said Reservation was Situated on Sweet water Creek Monroe County in the State of Tennessee and said Vann Resided thereon in 1817 and Continued to Reside there and made considerable improvement on his said Reservation until some time in 1820 when in the absence of [illegible] from his house was broken open and his [illegible] out of the house and a man in said Vanns house by the name of Talbert and kept possession of said house adverse to Vann and so compelled him to leave his Reservation without giving him any compensation for the same declaring as many others did that the Indians had sold their Country and now wanted to keep the best of the land as Reserves and if they did not leave them they would be killed that they must move over Hightowa and believes through fear of Talbot M.Guires & Schuyler threats Vann lost his Reservation and never Received any pay for the same
and further this Deponent Saith not

Sworn to and subscribed this 30th June 1837

James W.m Wilson
Justice of the Peace

John his X mark Berryhill

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C

State of Tennessee }
Bradley County } Mary Scrimpsure aged 78 years
Personally come before me James W. Wilson
one of the acting Justices of the Peace for said
County and after being first Sworn as the Law
directs and deposeth and Sayeth that She heard
Read the foregoing Depositions of John Scrimpsher
and Say the same is Substantially true and adopts
it as his own affidavit
and further Sayeth not Mary her X mark Scrimpsher
Sworn to and subscribed before me
James W. Wilson Justice of the peace

D

State of Tennessee }
Bradley County } Personaly come Samuel Childers
aged 44 years before me James W. Wilson and after
being first Sworn on his oath doth depose and Say that
he is well acquainted with Isaac Vann a native of the
Cherokee Nation had a family consisting of a wife
and one Child and Resided on the Territory Ceded to
the United States by the Treaties of 1817 & 1819 between
the United States and the Cherokee Tribe of Indians
That said Vann Claimed a Reservation of Six hundred
and forty acres of Land including the dwelling house
where the said Vann then lived, on Sweet water Creek
Monroe County in the State of Tennessee
That he continued to live on said Reservation
until some short time before the Land Sales in Knoxville
when a man by the name of John Corbet found
Vann and family from home broke in to said Vanns
house and kept the possession without paying Vann
any thing for his said claim and contrary to his
will and by the force of Corbet and threats of
other white men who moved to that Country before

the Land Sales in 1820 and were called intruders
Vann was compelled (though fear) as Deponent believes
to Quit the Reservation and Remove to the Cherokee
Nation and Vanns Reservation was Sectioned and Sold
at Knoxville in 1823 Regardless of said Vanns Claim
Deponent lived within one and a half miles of
Vanns Claim or Reservation for three years say up to
first of the year 1820 and has been acquainted with Vann
and the Land he claimed ever since
and further this deponent Sayeth not
Sworn to and Subscribed Lemuel Childers his ⊗ mark
before me June 31st 1834

James W. Wilson Justice of the peace

State of Tennessee }
Bradley County } I do certify that I am Personally
acquainted with John Schrimsher Mary Schrimsher
and Lemuel Childers who Qualified and Subscribed
to the foregoing Depositions of Isaac Vanns Reservation
and say they all three are Credible Witnesses
given under my hand and Seal this 31st day of June
1834

James W. Wilson (Seal)
Justice of the peace

Know all men by these presents, that Whereas Isaac Vann a Cherokee Emigrant, is entitled to a reservation of land under the Treaty of July 1817: Which is Registered and described as lying on Sweet Water in Tennessee: Now Know ye, that I the said Isaac Vann have nominated, constituted and appointed; and by these presents do nominate, Constitute and appoint John Drew of the Cherokee Nation, to be my true and lawful Attorney for me and in my behalf, to demand and receive such compensation as is or may be awarded to me in consequence of the reservation aforesaid: And I do hereby authorize and empower the said John Drew, my Attorney as aforesaid to grant any release or acquittance for such compensation or allowance in the same manner as I myself could do, were I myself present; hereby ratifying and confirming all and whatever my said Attorney may do for me in this behalf: And revoking all former powers of Attorney by my given.

In Witness whereof I have hereunto set my hand and affixed my seal this 13.th day of February 1838.

Witness
Wm. G. Ja[illegible]

his
Isaac × Vann
mark

Cherokee Agency, Fort Gibson, February 13.th 1833.

Be it known, that the above named Isaac Va[illegible] this day personally appeared before me at my Office and did acknowledge the Execution of the above Power of Attorney to be his act and Deed for the purposes therein Expressed. Given under my hand and Seal at the Cherokee Agency this 13.th day of February 1838.

M. Stokes Agent
for the Cherokee Nation

Isaac Vann

to

John Drew

Power of Attorney

R

Isaac Vann's case claim for Reserve.
Col. John Ramsey's Testimony:
Decr. 6. 1838:

Question: At what time did you settle in the Hiwassee District, being the Territory ceded by the Cherokee Indians to the U. States, under Treaties of 1817. - 19: where did you first reside:

Answer: I came into Hiwassee District, and improved land, and made a Crop, on Conch water Creek in the Year, 1819: I commenced my improvement about the first of March, of said year, near where the Revd. Robert Sneed now lives:

Question: Do you know the land spoken of, as claimed, as the Reservation of Isaac Vann: & where does it lie:

Answer: I do: it is the Land on which Revd. Robert Sneed, and others now live and possess:

Question: Would the land on which you resided in the Year 1819. fall within the limits of what was called Vann's Reservation:

Answer: A part of the improved land would have fallen within the limits of the Mile Square:

Question: Was Isaac Vann, or any Member of his family, or any person pretending to hold possession of the Lands for him, to your knowledge or belief, residing on

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the Land alluded to, Isaac Bain, Reservation while you lived there.

Answer: Neither Isaac Bain, nor any Member of his family, or other person holding possession for them lived on the premises claimed, at the time alluded to, and at no future time.

Question: Did Isaac Bain, nor any Member of his family resided on the Reservation spoken of in the Year, 1817. and in no after time, do you believe, or do you know that they ever lived thereon.

Answer: From information, I believe he once lived there-on; but how long anterior to my acquaintance with the place I have no precise knowledge.

Question: Have you any personal knowledge, or information of the Circumstances, under which Bain, left the premises alluded to: whether he abandoned it, of his own accord, or whether by force, violence or the threats of either

Answer: I have no personal knowledge of the circumstances or motives, under which he removed: but from information, believe: he went away of his own accord:

The above Deposition was regularly sworn to and subscribed before me Daniel Marshall an acting Justice of the Peace

for the County of Monroe in the State of Iowa.
on the 6 Decr. 1838:

John Rankey

David Kirkell
Justice for Monroe County

I do certify that I am personally acquainted with
John Rankey whose signature is to the above affidavit
and believe him to be a man of truth and
would believe any thing he would say on oath given under
my hand and seal this 6th Decr 1838

David Kirkell (seal)

Isaac Harris, Capt
Testimony of
Col. John. Ramsey.

Isaac Vann's case, claims of Reservation.

Testimony of Isaiah McGuire.

Question: At what time did you make your first settlement in Hiwassee District, the Country ceded by the Cherokee Nation to the U States under the Treaties of 1817 — 19?

Answer: I have no distinct recollection of days and dates being an illiterate man: but distinctly know that I made two Crops on Mouse water Creek before the Land Sales of that District of Country.

Question: Did you live in the Neighborhood of one Isaac Vann: were you acquainted with him, was he a Cherokee, or head of a Cherokee family?

Answer: I lived in the Neighborhood of Isaac Vann, & knew him very well: My understanding was that he was no Cherokee, and his wife was said to be a white woman of the name of Shrimpshire.

Question: Are you acquainted with the Land claimed as Vann's Reservation, and where does it lie.

Answer: I am: it embraces the Land on which Revd. Robert Creed and others, adjacent, now live.

Question: Was Vann living on that Land among the time of the Land surveys

Answer: Neither he or his family were living there at that time.

Question: Did he or they ever live there afterwards.

Answer: No they never did.

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Question: did Isaac leave the State of his own accord, or was he forced or driven away:

Answer: I never heard from him, or any other persons that he was forced or driven away: and am of opinion he removed away of his own accord

Question: Did Isaac sell his Reservation, pretended to be claimed, or any part or portion thereof:

Answer: I never heard of his making Sale of any part or portion of it before his Removal: but understand, that within the last seven or eight Years, Isaac Vann, received from Mesrs. Creed Bunch, Decker & Boyd, some hundreds, a gun, and some money for his Claim:

The above Deposition was regularly sworn to and subscribed before me Daniel Hesketh an acting Justice of the Peace for the County of Monroe Tenn. this 6th day of December 1838:

Dan'l Hesketh
Justice Peace for Monroe County

his
Josiah + McGhee
mark

I do Certify that I am personally acquainted with Josiah McGhee whose Signature is fixed to the above Affidavit and would believe any thing he would say: on Oath given under my hand & Seal this 6th Dec 1838

Dan'l Hesketh J.P.

Isaac Vanni's Case
Testimony of
Josiah M. Guire.

Isaac Vanni claims a Reservation
containing of Capt. Mac's Reign, —
8 Decr. 1848.

Question: [illegible]

Answer: I removed his Ammunition Lodging and settled on
Sweet Water Creek, in the County of Monroe
Tenn. in the Month of March 1815.

Question: Are you acquainted with the Land intended to
be Claimed by Isaac Vanni a Reservation.
and where does it lie.

Answer: [illegible]

Question: Did Isaac Vanni, or any Member of his family
or other persons Claiming under him, Occupy
the Land, prior to the Treaty, made there in
1817 and 1818?

Answer: [illegible]

REPRODUCED AT THE NATIONAL ARCHIVES

Question. [illegible]

Answer. [illegible]

[illegible] Lord in question left [illegible] and I never heard of his return.

Question. Did Isaac Vann, the [illegible] Lord's removal?

Answer. [illegible]

Question. From all the knowledge and information you have of the circumstances, under which Vann left the Lord in question, do you believe he removed away of his own accord, or was he induced by force or violence?

Answer. I am clear [illegible] removal was voluntary; [illegible] the place and [illegible] boasting the [illegible] after such [illegible] of force or violence had been used to [illegible] him. I think I should have heard of it; and no such rumor did ever reach

[illegible]

[illegible] are clear, and [illegible]
that [illegible] neither [illegible] lived on
the Reservation claimed in the year 1817, nor
any part of the year after.

[illegible] of the [illegible]

Alex. Anderson Biggs

The above deposition was [illegible]
sworn to and subscribed before me Wm. H. Stevens
an acting Justice of the Peace for the County of Bad-
ger Tribe, this day and date above

Wm. H. Stevens Esqr
Justice of the Peace

Isaac Vanni's
Case.

Testimony of
Capt. Alex.r Biggs.

Reservation.

Isaac Vann

N° 13

Disallowed

Peace Waters

Clerk

Secretary

No 7

(Disallowed.

(Peace Waters Esq.)

Wade, Isaac

#17

Reservation
the Heirs of
Wade
No. 17.

Disallowed

1182

Isaac N. Wades

Reservation

No 11 Pt 44.

Rejected.

State of Alabama }
Marshal County } This day personally appeared
Isaac Morrow before me Booker Smith one
of the acting Justices for said County and
being duly sworn according to law deposeth
as follows:

1st Question by A.M. Folger,

When or at what time did you become
~~acquainted~~ with a certain Mad . . .
claimed a reservation situated on Lower
Black Warrior River Post Office?

Ans. About twenty one or twenty two years ago.

2 Ques. Where did said Madkin when you first became
acquainted with him?

Ans. He then lived upon the plantation owned by
Mr. Chs. Stephens as an Overseer.

3 Ques. Did said Madkin continue to live at the plan-
tation
until his decease?

Ans. He did not. He removed to the Honey Comb
Valley and died there.

4 Ques. Was he the Head of an Indian family?

Ans. He claimed an Old Indian Woman as his wife.
He had no children by her.

Sworn to and subscribed before me
this 30th day of November 1838.
Booker Smith
J.P.

No. Memoranda Respecting
Meteorological
Observations

State of Ala } this day came personally
Madison County } before me Wm H. Griffith
an acting Justice of the peace in and
for said County Isaac Morrow
who being duly sworn deposeth and sayeth
he has resided in this neighborhood
for Eleven years and deponent further
sayeth that Isaac N. Wade once resided
on a place which is now claimed
by him or his heirs as a worvation
which is designated on the map at
Huntsville as a reservation in the
name of Isaac N. Wade
and deponent further sayeth that
he died on the place he then lived
something like five miles from
the reservation now claimed
in his name and deponent
further that he never heard the
said Lands was claimed as a
reservation until very recently

Sworn to and subscribed } Isaac Morrow
before me this 5th day
of March 1831

Wm H. Griffith J.P.

Isaac Morrow dep[os]

Isaac N. Nailes Recm

State of Alabama } This day personally
Madison County } came before me
William H. Griffith an acting Justice
of the peace in and for said County
John Lamed and after being duly sworn
deposeth and saith that he has resided
in the neighborhood for the last Eight
or Ten years, which neighborhood he
has been recently informed that two
reservations claimed are in the
name of Katharine Stephens the other
in the name of Isaac N. Wade —
Katharine Stephens as deponent is informed
claims all Fraction 15. 162.52 Acres and
377 26 acres off the South End of of Section
10 — Isaac N. Wade claims all Fractions
14 — 495 Acres and 204 Acres off the South
End of Section 11 both reservations claimed
in Range 2. Township 7 West of the Basis
Meridian of Huntsville

and deponent further sayeth that the said
Katharine Stephens has not resided on said
lands in the said Eight or Ten years above
mentioned which deponent has resided
in said neighborhood — and further
deponent sayeth that the said Katharine
Stephens has said no claim to the
above mentioned lands in any shape
whatever — She living in the Cherokee
Nation ever since deponent came to this County

As regards Isaac N. Wades reservation deponent says that when he came to this Country Isaac N. Wade was dead and buried a distance of something like five miles from the lands which his reservation is said to be at which place as far as deponent had any information he lived at the time he died

Sworn to and subscribed } John Laws
before me this 6th
March 1831

Wm. H. Griffith J.P.

Dec'd Laws, deposition
relative to Cath. station
Isaac N. Wade Reservation

Know all men by these presents that we David Melton Lewis Melton Elizabeth Kinnett and Nancy Griffin heirs of Nancy Ward all of the Cherokee Nation west have this day nominated and appointed and by these presents doth make ordain nominate and appoint and in their place and stead put and depute John D. Freeman of the State of Alabama Marshal County their true and lawful Attorney giving and by these presents granting unto their said attorney full power and lawful authority for him to act, and in his name & his use, and in his behalf to ask demand sue for and by all lawful ways and means recover and receive of and from Govt of the United States and every person and persons whatsoever all such sum or sums of money as now is or are or shall or may hereafter be in their or any of their hands custody or possession due owing payable or belonging unto them the said constituents for the valuation of a certain reservation taken under the treaties of 1817 and 1819 by Isaac N. and Nancy made

to receive and upon the recovery and receipt
in the premises to give one or more acquittances or
other sufficient discharges in due form of law and
generally in the premises to do execute and perform
all and whatsoever shall be requisite and necessary
in as full and ample manner to all intents
and purposes as they the said constituents might
or could do if personally present. also with power
of substitution and revocation they the said
constituents hereby promising to ratify and hold
for firm and valid all and whatsoever their said
attorney shall lawfully do by virtue hereof
In witness whereof the said constituents hath
here unto set their hands and seals this 20th
October 1837

Witness
Ath Stokes. Agent
for Cherokees.

David Melton Seal
her
Eliz[a]th Sinnett Seal
mark
Nancy Griffin Seal
Lewis Melton Seal

Cherokee Agency, Fort Gibson

I Montfort Stokes Agent for the Cherokee Nation of Indians do hereby Certify and make known, that on this day the within named David Melton, Lewis Melton, Eliza Sinnett and Nancy Griffin personally appeared before me at the Cherokee Agency and did each of them severally acknowledge the Execution of the within power of Attorney for the purposes therein expressed, to be their Act and Deed.

Given under my hand and seal (there being no seal of Office) this 20th day of October 1837.

M. Stokes Agent for Cherokee Nation

I do hereby Certify that David Melton, Lewis Melton Eliza Sinnett and Nancy Griffin are Heirs of Nancy Waid, late of the Cherokee Nation, deceased

Given under my hand this 20th October 1837

Andrew Ross one of the Judges of Saliam District, Cherokee Nation

Cherokee Agency, Fort Gibson October 20th 1837

I Montfort Stokes do hereby Certify that the foregoing Certificate signed by Andrew Ross one of the Judges of Saline District in the Cherokee Nation is filed as a record in my office, and is in the usual form.

Given under my hand.

M Stokes Agent for the Cherokee Nation

Daniel McIntosh
Lewis McIntosh
Elijah McIntosh and
Nancy McIntosh
vs
John Q. Reams et
Error to Attorney.

Gentlemen

Cincinnati Ohio
31st Jan. 1832

I am still compelled on one occasion
favour by permitting me to trouble you for
some information in the regard to the subject
of Indian Reservations. I am authorised by
power of attorney, by the heirs of Isaac I. Wade
now in the Chickasaw nation west of the Mississippi
to attend to a reservation right claimed by them on
this neighborhood. I wish to know about
time you will consider that kind of business
and particularly how I am to proceed, also
by what rule in the collection of the evidence
for your satisfaction. Mr. Wade died in
this neighborhood and was buried some his-
toration which I am cognizant he got
for year of the militia and was by
present to grant a warrant to
His name appears registered for a life
estate upon the books at the agency
I herewith forward to you a copy of the
power of attorney above alluded to
in order to submit to your decision.
I wish to know if it is deemed a proper
will let in me to act further in the
the business with you.

I am with great
esteem your
obt. servt
and
the above subject. I would not trouble
you now if not on account of the great
distance from me to your business place

[illegible] of my kindness [illegible] I must beg [illegible]
you to send long letter from this to your place
of residence.

I must thank you gentn. to give me
as early information as may be convenient

with great regard I am
Gentn. your Obt. servt.
John F. Schermerhorn

[illegible] Commissioners
[illegible] Choctaw Nation

Copy

[illegible] Know all men by these presents that we David Fulton
[illegible] Hamilton of Lafayette County State of Tennessee
[illegible] have made ordained and by these presents do make
[illegible] ordain and in our stead and place put and by these
[illegible] presents do make ordain and in our stead and place put
[illegible] our true and lawful attorney for us and in our name,
and for his & their sole use and benefit to demand sue for and by all
lawful ways and means recover and receive of and from
the United States and every person and
persons whatsoever all such sum or sums of money
as now is or are or shall or may hereafter be in
their or any of their hands, custody or possession, due
owing, payable or belonging unto them, the said
Constituents for the valuation of a certain Life time
reservation taken under the treaties of 1817 and 1819
by Isaac T. and Nancy Wade; & receipts and upon
the recovery and receipt in the premises to give sufficient
acquittances or other sufficient discharges in the law
of Law and generally to do execute and perform all
and every the Acts things & deeds which shall be requisite and necessary in
as full and ample manner to all intents and
purposes, as they the said Constituents might or

could do if personally present, also with powers of substitution and revocation, they the said constituents hereby promising to ratify and hold for firm and valid all and whatsoever their said attorney shall lawfully do by virtue hereof.

In witness whereof the said constituents have hereunto set their names and seals this 20th October 1837

Witness
W. Slaker, Agent
for Cherokees

David Vann [seal]

Elijah Hicks [seal]

Nancy Griffin [seal]

Lewis Ross [seal]

Cherokee Agency
Fort Gibson

I William Slaker agent for the Cherokee nation of Indians do hereby certify that on this day the within named David Vann, Lewis Ross, Elijah Hicks and Nancy Griffin personally appeared before me at the Cherokee Agency and did each of them severally acknowledge the execution of the within power of attorney for the purposes therein expressed, to be their act and deed.

Given under my hand and seal at the Cherokee Agency this 20th day of October 1837

W. Slaker, Agent
for Cherokees

I do hereby certify that David Vann, Lewis Ross, Elijah Hicks and Nancy Griffin the constituents in the foregoing power of attorney are known to me personally to be the persons who executed the same. Given under my hand this 20th day of October 1837

W. Slaker, Agent
for Cherokees

Cherokee Agency Nor.t Gibson October 20.th 1842
I Montfort Stokes do hereby certify that the
foregoing certificate signed by Andrew Rose
one of the Judges of Salisaw District in the
Cherokee nation is filed as a record in my
office and is in the usual form. Given under
my hand

M. Stokes agent for
the Cherokee Nation

N.B. Please address me at Evansville Marshall Co. Ala.
M. S.

Paid 18¾
10

Commissioners
Cherokee Nation

Cherokee

Left by John F. Gilles
Esq. on 12 May 1862
with the request that they
be filed with the papers in the
case of Heirs of Isaac
N. Wade — Chancellor refuses
this case — Dis allowed —

1838 Register of Reservations

May 31 [120] Isaac Woods in right of his wife Ke wa kum ah
near Fort Dearborn Tennessee River

I certify that the name of Isaac Woods
stands on the Register of Reservations as
above stated

May 21 1838

Jno L Gentry
Capt Asst Q M G

Case of the Widow and heirs of Isaac N Wade, dec'd. a life Estate Reserv under the treaties with the Cherokee nation of Indians & the United States in the years 1817 and 1819.

In this case it appears to the Comm from the proofs filed that Isaac N. Wade was a white man who had a Cherokee wife and was the head of an Indian family. that on the 30th day of may 1818 he Registered his name with the Cherokee Agent R. J. Meigs as a life Estate Reservee. with a Reservation in fee simple to his children & Right of Dower to his wife for Six hundred and forty Acres of land No 120. that said tract of land was located near Fort Deposit in what is now Lowndes county State of Alabama on the South side of the Tennessee River and in West Part of the Territory Ceeded to the United States by the treaty of 1819

It also appears by the Testimony & roll of the witness that the said Isaac Wade died before he settled on the same by some of the witness it appears that he Resided up to the time of his death on a Reservation owned and claimed by one Miller Stephens which Lay some few or six miles off that time

after the death of the said Isaac his
widdowe Nancy Wade and his heirs
moved on the Premises and did reside
there for the space of two years or
three thereabouts. after which time being
surrounded by a white population
who harrassed and disturbed their Peace
they in consequence of which became dis-
satisfied and moved altogether into the
Cherokee Nation where they found things
more congenial and suitable to their
accustomed manners and customs. and have not
since or had possession of the said tract of
land for Fourteen or Eighteen years, whereupon it
is alleged ~~and denied~~ that the occupation for the
term taken. the aforesaid persons have forfeited
- ed all the same and that the said Nancy
& her Children having abandoned the same
for the causes set forth in a forfeiture
of all Claim which could under any circumstances
have set up under the treaty of 1835 =
for Compensation from the United States.
16th December 1848

Commr

The State of Alabama } Personally appeared before
Marshall County ss. } me William M. Griffin
an acting justice of the
peace for Marshall County State of Alabama
Willis Stephens and Tabitha Blowers who being
duly sworn doth depose and say that they were
acquainted with Isaac N. Wade a white man
who was married to a native of the Cherokee
Tribe of Indians sometime before the treaty of 1817
That the said Wade and his wife resided in
that part of the Cherokee Nation which was ceded
to the United States by the Cherokee Nation of
Indians under the treaty of 1817 & 1819 and in
pursuance of the provisions of that treaty and
in right of his said Cherokee wife whose name
was Nancy entered a reservation of one section
of land - That the said Wade on his return from
the indian agency died before he entered on his
reservation - That after his death his wife Nancy
entered upon the land reserved and lived upon
it for two years when she was forced to leave it
by reason of the bad conduct & persecutions of
the whites in the neighborhood, who to these
deponents knowledge were in the habit of abusing
and killing up her stock and harassing her
in every way until they drove her off.
These deponents further state that before her marriage
with Wade she had been married to Lobin Melton
whose widowe she was at the time she was
married to Wade. Mrs. Wade had six children

by Stetton but now by Wade of whom Charles Stetton: David Stetton. Lewis Stetton, Nancy Stetton intermanied with James N. Griffin. Eliza ~~Stetton~~ Stetton intermanied with —— ~~Stinnet~~ are now living and Elsy Stetton who is dead. That old Mrs Wade is dead and that the forementioned persons these deponents believe to be the heirs of the said Nancy Wade. These deponents further say that they have understood that the Section of Wade was taken as remont by the Section lines - and that they are well acquainted with the present situation and appearance of Wades Reservation and believe that it is at present of the value of Three Thousand Dollars. These deponents further say that to the best of their knowledge and belief the said Nancy Wade has never Sold conveyed or received any consideration for said reservation and further Say not

his
Willis + Stephens
mark

her
Tabitha + Flowers
mark

Sworn to and subscribed before me William M. Griffin a Justice of the peace for Marshall County Ala. May 15 th 1838

The State of Alabama } I Richard A Randle Clerk of the County Court in and
Marshall County } for the County of Marshall and State aforesaid
do certify that William M Griffin whose signature appears to the
above and foregoing certificate is now and was at the time of
signing the same an acting Justice of the peace in and for said
County duly elected qualified and commissioned as such and that the
same is in due form of law and the signature purporting to be his
is genuine In Witness whereof I have hereunto set my hand and
affixed my private seal (not having a public seal of office) at
office in Claysville the 16th day of May A.D. 1838 and of Amer
ican Independence the 62d year. Test R.A. Randle Clerk C.C.

The State of Alabama }
Marshall County } ss

I Louis Wyatt Judge of the County Court of Marshall County State of Alabama do hereby certify that Richard A Ramsey Esqr whose signature & private seal (there being no public seal of office) are attached to the foregoing certificate is now & was at the time of certifying the same Clerk of the County Court of Marshall County duly authorized & commissioned as such that the same is in due form of law & the signatures genuine Given under my hand this 16th day of May 1838

Louis Wyatt
Judge of the County court
of Marshall County Alabama

The claim of
Wade's Heirs
for
a Reservation

Filed 21st May 1838

No. 99

Disallowed

15th December 1838
Rejected

Decree written up

State of Alabama } Personally appeared
Marshall County } before me ~~Benjamin L~~
William L. Todd ~~Justice~~ a Justice of the
peace for said County Andrew Moore and
Isaac Monroe & Mrs. Baker citizens of said County
with whom I am personally acquainted
and credible witnesses and after being
duly Sworn deposes and say they are
well acquainted with a reservation
in Marshall County in the State of
Alabama on the territory ceded by the
Cherokee nation of 1817 and 1819 taken
by Isaac N. Baker in right of his wife
who was a Cherokee under said treaties,
Deponents believes said reservation if
valued as unimproved lands to include
said Reserves improvements as near the
center thereof as practible was at the
date of the late Cherokee treaty worth
Three thousand dollars

Sworn to and subscribed } And. Moore
before me this 6th day of } Isaac Monroe.
December 1841 } Mrs. E. Baker

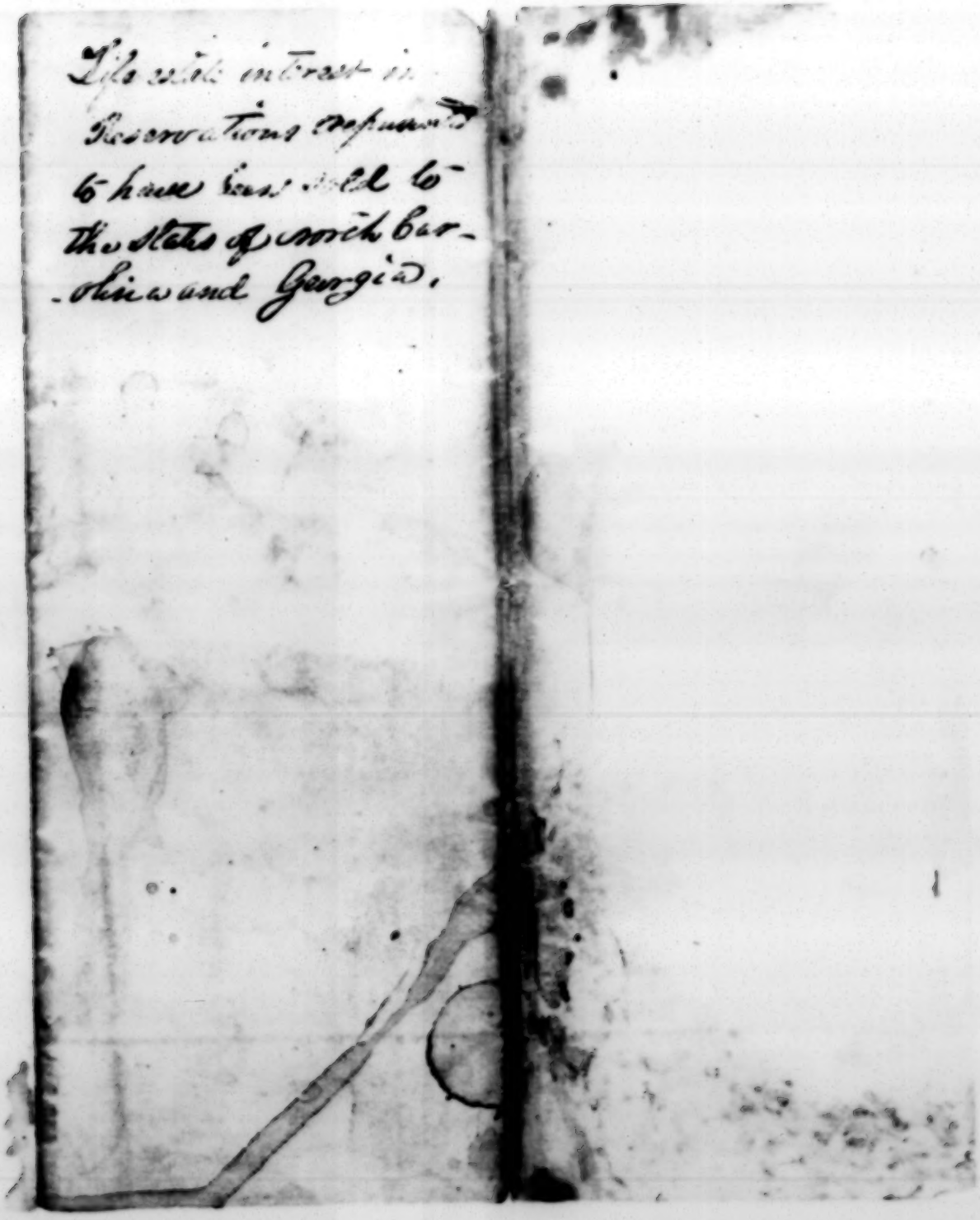
Wm. L. Todd (Seal)
Justice of the peace of
said County of Marshall
State of Alabama

State of Alabama } I Richard S. Randles Clerk of the
Marshall County } county court of Marshall county
do hereby certify that William H
Todd whose name appears to the
within and foregoing affidavit is and was at the
time of signing the same a Justice of the
peace in and for said county and that due
faith and credit should be given to all his
acts as such. Given under my hand and seal
there being no seal of office at present this 6th
day of December 1841 R. Randles Clk

Andrew Ritter
Isaac Adams
Wm. C. Bacher

State of Alabama } I Nathing S. Clay Judge
Marshall County } of the County court for Marsh-
all county, do certify that
Richard S. Randles whose name appears to the
above & foregoing certificate is and was at the time
of signing the same clerk of the county court
for said county and that due faith and credit
should be given to all his acts as such. Given under
my hand this 6th day of Dec. 1841 N. S. Clay
Judge

NORTH CAROLINA RESERVATIONS


The sole interest in
Reservations supposed
to have been sold to
the States of South Car-
olina and Georgia.

The State of North-Carolina,

To all whom these presents shall come, Greeting:

Be it known, that William Hill

~~whose signature appears~~ **his own proper hand writing to**

the annexed Certificate

was at the time of signing the same, and now is

Secretary of State in & for the State of North Carolina

and as such he is duly qualified and empowered to give said

Certificate **which is here done in the usual and proper manner,**

and full faith and credit are due to the same, and ought to be given to all the official acts of the said

William Hill Secty as aforesd

In Testimony whereof, I, Edwd B. Dudley

Governor, Captain General and Commander in Chief, have caused the Great Seal of the State to be hereunto affixed, and signed the same at the City of Raleigh, on the 16th ***day of*** August ***in the year of our Lord one thousand eight hundred and thirty-seven and in the*** 62nd ***year of the Independence of the United States.***

Edwd B Dudley

By the Governor.

Christopher C. Battle **Private Secretary.**

Know all men by these presents that I Thomas W. P. Poindexter of the County of Macon & State of N. Carolina do relenquish to the State of North Carolina all my right, title, claim and interest to a tract of land containing Sixe hundrid and forty acres in the County and State aforesaid on Jessenty Creek, which I purchased from Panch Corn Flower, a Reservee of the Cherokee Nation and thereby disclaiming any interest in said land in consequence of a deed which I have had recorded and registered in the County of Macon aforesaid

In Witness whereof I do hereby set my hand and seal, this eighth day of October, One thousand eight hundred and twenty-nine

Thos W P Poindexter Seal

Signed, Sealed & delivered
in presence of
Humphrey Posey. Surat

State of North Carolina

Secretary of State's Office

I William Hill Secretary of State in and for the State aforesaid, do hereby certify, that the foregoing is truly and correctly copied from the original which is on file in this Office

Given under my hand this
17th day of August 1837.

W. Hill

Foundation
Land Claim

Recorded for
A. B. Hyatt
and ordered to be registered.

The within Deed was Registered in the
registers Office of Macon County in
Book A. Page 15. February 8th 1830
By me
Jno Dobson R.M.C.

State of Tennessee } Dec'r 4th 1829
Macon County }

The within Deed was
Proven in Open Court by the oath of
Abednego Dunn. Ordered to
be Registered. J.D. Hyatt

Raleigh N.C. Dec.r 22.nd 1829.

Sir.

In pursuance of the appropriation made at the the last session of Congress, 4 Stat. L. 35 and in compliance with the commission directed to us "for the purchase of such reservations of land as are yet claimed by Indians, or Indian country, within the limits of north Carolina" we have the honor of reporting to you that we met at an early day in July last at Franklin in Macon Coun.ty & immediately commenced the examination of the business. We had been furnished by the Executive of North Carolina with such testimony as had heretofore been taken by the Commissioners appointed by that State in the investigation of the Indian claims, with such other documents as were calculated to give us every information upon the subject. We were greatly aided by these documentary proofs and much relieved in the evidence it might have been necessary to collect. It appeared from a list furnished by the Cherokee Agent that about ninety Indians had entered their names with the agent, under the provisions of the treaties of 1817 & 1819 with a view to reservations within the limits of North Carolina. That of this number 26 had been purchased by Commissioners of the State and fully paid. That ten or twelve still continued upon their lands and the remaining number had either volentarily removed or been forced off by the Whites. The highest Judicial tribunal of the State had decided in favor of the validity of the claims, when the claimant was enabled to shew a Plat & Survey made by the United States Surveyor, or where it appeared his abandonment had been otherwise than voluntary. In this respect we found some of the cases fully sustained by the testimony

whilst others were of a doubtful character and many having no other evidence, than the mere fact of having their names recorded with the Agent. We determined therefore to class the cases & to purchase not only such as we considered of legal validity, but the whole provided we could do so on reasonable terms. We felt the more authorised to pursue this course from the liberal policy which has always marked the conduct of the General Government towards the Indians, and from the desire to a final adjustment of the whole business. The Indians were assembled at Franklin, all the testimony collected & examined, when we entered into a contract with such as were present, leaving it in the power of the others to meet us at a future day and to procure such further testimony in the meantime as might be attainable. We were forced to separate as we had been disappointed in receiving the funds as expected, and as R. Mc. Saunders was forced to return to meet his professional engagements. We met again the first of the month in the Indian nation prepared to close the business, which we succeeded in effecting in part by paying the money & taking conveyances. We returned to Franklin about the tenth inst. and completed the purchase. In one or two cases whites had purchased the claims and as suits were pending in these cases, we purchased of both parties, on a compromise, in a way we deemed just. In one case a reservation had been sold under a decree of Court for the benefit of the Heirs, in this case we took the contract from the purchaser so as to have the Deed made to the State. In a few cases the parties were unable to attend with whom we had contracted

contracted and in some others we thought it prudent to take the relinquishment of Some Converts in Court agreeably to the provisions of the Laws of the State. In those cases the money has been left with Mr Posey with the Deeds, who will at the first Court have the acknowledgments made and a fee the Deeds recorded. The originals will be forwarded to the Governor of the State and copies, to your office from which you will be enabled to see that they correspond with the receipt herewith enclosed.

The account herewith enclosed shows a balance of $467 which is in the hands of R. M. Saunders subject to be accounted for. All of which is most respectfully submitted

We have the honor to be
Your Obt. Servts.
Humphrey Posey
R. M. Saunders.

Hond. John H. Eaton
War Department
Washington City.

To the Hon.ble
John H. Eaton
Sec.y of War.

Macon Co. N. C. April 6. 1837.

Sir,

I herewith transmit a Copy of the Deeds signed and acknowledged by the three Claimants for Reservations within the limits of the State of North Carolina, which would have been forwarded sooner, but the business could not be finally closed until last week, at the Superior Court of Haywood County N.C. In the Account Current made out by Gen.l Saunders, he informed you I presume, that there were $5.241.00 Five thousand two hundred and forty one dollars left with me, to finish the payment of claims, some of the claimants to whom I paid over the money, in which you will see five dollars for Tho.s H. P. Dexter expecting him to receive it for signing a quit claim to a Reservation he had purchased, which he refused to accept, and I was charged with ten dollars cash which was intended to defray the expense of recording and registering the Deeds, but by reference to the receipt of the Clerk and Register at the bottom you will see that their fees amounted to seventeen dollars and eighty cents making in all that I have paid $5093.80. Five thousand and ninety three dollars and eighty cents, and Sandy Tom with whom we agreed at one hundred dollars for his reservation and he was to have fifty dollars as one of the heirs of Jenny dec.d has been absent from last fall. I still retain his money intending upon his returning to take a deposition from him — and should I find out that

he is is dead, I think the Court might
appoint a Guardian for his children to
whom I would pay over the money—
unless you say, I must return the hun-
dred dollars to the War Department
which if you do I will comply. Now
add this $130.00 to what I have paid,
and it amounts to $5.243.80 cts mak-
ing $2.80 cts over the money that was
left with me.

I now have the satis-
faction of saying that through the
clemency of our Government we are
out of difficulties arising from Indian
Reservations in our State — and may
God bless the President, Cabinet, Con-
gress and people in our United States,
is the wish, and prayer of

Your Obedient
& Humble Serv't
(Signed) Humphrey Posey.

[redacted]

Name or subject: Description of a line to run from Highwassee Fds No. [redacted] to Tennessee River at Tellicoway and from the [redacted] junction of the Coosa and Tuscaloosa(now Montgomery) to the top of the Blue Ridge ....."
In conformity with Cherokee Treaty of Feb 27, 1819.

Regarding:

Date June 18, 1819
(Signed)

SEE Secretary of War. Letters Received, 1819, July 20, 1819. Robert Houston to See.

Name or subject: See. Enclosing description of Cherokee line and copies of letters from Cherokee Chiefs re: survey. Map originally enclosed missing

File No.

October 6, 1943
JHH

See also: See. of War. Letter Read.
Aug. 30, 1819. Robert Houston to See.
Re: Laying off of reservations prov. by
Cherokee Treaty of Feb. 27, 1819.
under instructions dated: July 20 & Aug 12, 1819.

[redacted]

Rec.d 11th Dec.r 1829 - of R. M. Saunders Comm.r &c
One hundred and thirty three dollars and
fifty Cents - for provisions furnished the Indians
whilst attending on the Commissioners

S. R. Siler

$133 50/100

R. M. Stevens
Letter to
Colo. Thomas L. McKenney
Washington — 1830

10

Extract of a letter from
Salisbury N. C. Jany 28. 1830

Sir, Edward-

My absence for several weeks prevented my receiving and ~~acknowledging~~ acknowledging your communication at an earlier day.

I herewith return the papers as you will perceive from a more particular examination that the error you allude to does not exist — The reservation of Jimmy Deream was purchased at $350 - there were seven children I paid off six and left $50 with Mr Posey for the other which is charged in his receipt Z See figure 1. — The same as to the other item of $050 — the $333 balance to be paid is in Mr Poseys receipt 3 See figure 3.

I learn from Mr Posey that he has paid over the different sums left with him with the exception of one Indian who is entitled to $100: and the case where the Lands of the widow and children had been sold under a decree of Court, in which case we agreed to take the bargain off the hands of the purchaser — The Deed in this case cannot be made until the next Superior Court of the County which takes place some time in the Spring - after that he will send me copies of the Deeds, and the account of his payments / He says the expense of recording the deeds will be something more than he allowed say $20. which I have requested him to pay and send me the receipt & I will forward him the amounts and you the receipts.

Yours

I am require an explanation as to the cause of the second trip &c - The Secretary at War will recollect that when I apprized him of my willingness to serve, I apprised him also that I must be permitted to select my own time - as I could not afford to leave my circuit Courts - that on receiving the Commission as I had no time to spare I set off without delay and requested him to forward a check on the U.S. Branch Bank, at Fayetteville - That I came to an understanding as I thought, with the Presidents of the State Bank in this place, that the Bank was to send out the amount of the check at their own expense for the benefit of obtaining the Check - But after getting out to Macon where we met and contracted with the greater part of the Indians, from some misunderstanding about my not sending back the check, the Bank failed to send on the money - I was unwilling to be detained longer than I was (for as it was I lost two of my Courts) so that I returned without completing the business, and as I think reported the fact to the Secretary at the time - As the Bank thus disappointed me, I insisted on their paying $200. premium the amt of my mileage for the second trip - The second trip was to me of great inconvenience - as the whole business was from its nature very much of a legal character and as I had been put to much more trouble than I anticipated besides drawing the conveyances &c. I submitted it to the

Secretary

sound discretion of the Secretary at War, whether in justice my compensation ought not to be increased to $1000. this is however for him to decide.

I am happy to say that since my return here, we have detected the error at the Bank, and the $365 has been paid me.

Very Respectfully
Yr. Obt. Servant
Signd / R. M. Saunders.

Col. Thos. L. McKenny
Washington

R. M. Saunders
Letter to
Col. Thomas L. McKenney
Washington — 1830
10

(M.J.-)

Raleigh N.C. Dec 22 1829

Sir,

In pursuance of the appropriation made at the last session of Congress, and in compliance with the commission directed to us "for the purchase of such reservations of land as are yet claimed by Indians, or Indian countrymen within the limits of North Carolina" we have the honor of reporting to you that we met at an early day in July last at Franklin in Macon County & immediately commenced the examination of the business - We had been furnished by the Executive of North Carolina with such testimony as had heretofore been taken by the Commissioners appointed by that State in the investigation of the Indian claims, with such other documents as were calculated to give us any information upon the subject). We were greatly aided by these documentary proofs and much relieved in the evidence it might have been necessary to collect. It appeared from a list, furnished by the Cherokee Agent that about ninety Indians had entered their names with the Agent under the provisions of the treaties of 1817 & 1819 with a view to reservations within the limits of North Carolina. That of this number 26 had been purchased by Commissioners of the State and fully paid. That ten or twelve still continued upon their lands, and

the

REPRODUCED AT THE NATIONAL ARCHIVES

the remaining member had either voluntarily removed or been forced off by the whites. The highest judicial tribunal of the State had decided in favor of the validity of the claims, when the claimant was enabled to show a Plat & Survey made by the United States Surveyor, or where it appeared his abandonment had been otherwise than voluntary. In this respect we found some of the cases fully sustained by the testimony, whilst others were of a doubtful character and many having no other evidence, than the mere fact of having their names recorded with the agent. We determined therefore to clasp the cases & to purchase not only such as we considered of legal validity, but the whole, provided we could do so on reasonable terms. We felt the more attentive to pursue this course from the liberal policy which has always marked the ~~liberal policy~~ conduct of the General Government towards the Indians, and from the desire to a final adjustment of the whole business. The Indians were assembled at Franklin, all the testimony collected & examined, when we entered into a contract with such as were present, leaving it in the power of the others to meet us at a future day and to procure such further testimony in the mean time as might be attainable. We were

forced

forced to separate as we had been disappointed in receiving the funds as expected, and as R M Saunders was forced to return to meet his professional engagements. We met again the first of this month in the Indian nation prepared to close the business, which we succeeded in effecting in part by paying the money & taking conveyances. We returned to Franklin about the tenth inst and completed the purchase. In one or two cases whites had purchased the claims and as suits were pending in these cases on purchase of both parties, on a compromise, in a way we deemed just. In one case a reservation had been sold under a decree of Court for the benefit of the Heirs, in this case we took the contract from the purchaser so as to have the Deed made to the State. In a few cases the parties were unable to attend with whom we had contracted and in some others we thought it prudent to take the relinquishment of Feme-Covert in County Court assembly to the provisions of the laws of the State. In these cases, the money has been left with Mr Posey with the Deeds, who will at the first Court have the acknowledgments made and all the Deeds recorded. The originals will be forwarded to the Governor of the State and copies, to your office, from which you will be en-

mailed to see that they correspond with the
receipt herewith enclosed

The account herewith enclosed shows a
balance of $ 487 which is in the hands of R. M.
Saunders subject to be accounted for. All of
which is most respectfully submitted

We have the honor to be

Your Ob't Serv'ts

Memphis Tenn
R. M. Saunders.

Hon John H Eaton,
War Department
Washington City

Macon Co Ala 30 Apl 1830

Dear Sir,

A few weeks ago I forwarded on a copy of the Cherokee Deed, together with a receipt - I informed you of the absence of Long Tom to whom $1051.11 was coming - he has now come, and I have paid him, and got him to execute a deed for his own Reservation, and a relinquishment for his part of his mothers reservation I have now paid out the last dollar that was coming to Reserves, according to our contracts with them - I herewith send you a copy of the Deed, Relinquishments and a deed from the Clerk and master of Equity for Aubuchee land. The receipt of the money for which you will see credit to the name of Aubeeck, heirs in the general receipt which I forwarded before assigned by Joshua Roberts C. M. E. I also send Long Toms rect. all of which I have the honor to transmit.

I remain your
Ob. & Humble Servant
Sign'd Humphrey Posey

Hon John H. Eaton
Secy of War.

L. Perry to A. J. Fisher

2 mos in
$8.50.00

Copy—

To the Hon. Macon Co. N.C. April 6. 1827

John H. Eaton

Secy. of War

Sir,

I herewith, transmit a copy of the deeds signed and acknowledged by the Cherokee Claimants for Reservations within the limits of the State of North Carolina, which would have been forwarded sooner but the business could not be finally closed until last week, at the Superior Court of Haywood County, N.C. For the account thereof made out by Genl Saunders, he informed you I presume, that there were $ 241.00 Five thousand two hundred and forty one dollars left with me, to finish the payment of claims, some of the claimants not being present, and some we did not think proper to pay until they had acknowledged in Court as widows &c. as a voucher for which money I herewith send the receipts of the claimants to whom I paid over the money, in which you will see five dollars per Thos M.c Pounderster expecting him to receive it for signing a quit claim to a Reservation he had purchased, which he refused to accept, and I am charged with ten dollars cash which was intended to defray the expense of recording and registering the deeds, but by reference to the receipts of the clerk and Register at the bottom you will see that their fees amounted to seventeen dollars and eighty cents making

REPRODUCED AT THE NATIONAL ARCHIVES

making in all that I have paid $5093.80 Five thousand and ninety three dollars and eighty cents. and Long Jones with, whom we agree at one hundred dollars for his reservation and he was to have fifty dollars as one of the heirs of Jimmy dec^d has been absent from last fall, I still retain his money, intending now if his returns to take a separate deed from him – and should I find out that he is dead, I think the Court might appoint a Guardian for his children to whom I could pay over the money – unless you say I must return the hundred dollars to the War Department – which if you do I will comply. Now add this $100.00 to what I have paid, and it amounts to $5.343:80 (making $2.80 cts over the money) that was left with me.

I now have the satisfaction of saying that through the clemency of our Government we are out of the difficulties arising from Indian Reservations in our state and may God bless the President, Cabinet, Congress and people in our United States, is the wish, and prayer of

Your Obedient
& Humble Servt
(Signed) Humphrey Posey.

Hampshire Post
Letter to John H. Gale
6

Raleigh 3rd October 1843

Dear Sir

Your letter of the 23rd Ultimo is received. I have searched, but have not found the act ratifying the contract made by Genl Sanders with the Cherokee Indians, but have no doubt it was done in 1828, or 1829. I have seen Genl Sanders who gave me the statement here enclosed

Very respectfully
your Obt Servt
W. Hill

E K Gardner Esqr
Secry to Ch. Comrs
City of Washington

Ala/4-

R. M. Saunders - states, that he was sent by the Governor of N. Carolina to investigate the Indian titles & reservations that he made contracts with such as he thought had any claims - the Legislature disapproved of the contracts but declined making any objections - as they thought the Genl. Government bound to extinguish - This was in 1828 - Congress did disapproved & he was sent as a Comr. with H. Peters - who first refused & finally agreed to the commission made R. M. Saunders

R. M. Saunders

Statement

Raleigh N. C. Dec. 24. 1839

Sir.

Wishing to return to this place as early as practicable, I was not enabled to make our report at an earlier day - I herewith forward the report and our account - I regret to say upon finishing the business, we found a deficit in our money of $365 - I regret this the more as I am unable to account in any satisfactory way for the loss - On my return from the nations in August, knowing that I should have no time to spare on my return from my circuit - I entered into a Contract with the State Bank at Salisbury that they should take the Check, on Fayetteville for $20.000 - for which they were to pay me at my call $16.000 in their own paper & $4.000 in Dollars and for this exchange they should give a premium of $200 - The Indians I knew was much in debt & the N. C. money would answer their purpose - The day before I set out I called at the Bank, counted the N. C. money - left in the care of the Cashier and the next day called, counted the balance & received the whole - I then took out $90 to pay expenses & said the money was not again touched until on arrival in the nation - We then counted and labelled such parcels as we expected to pay at that place - several of the parcels counted were not called for on coming to

Franklin

REPRODUCED AT THE NATIONAL ARCHIVES

Franklin, when we paid the balance, I discovered a parcel of $200 to be missing - whether it had been counted or not I cannot say. Mr. Posey thinks it has - I can only say every care was taken of the money & I know I only used the $90. I think myself the error was committed at the Bank, in receiving the money - On returning to Salisbury I called at the Bank, stated the deficiency & was told by the Clerk, (the Cashier being from home) that they had discovered a bundle with 200 or 300 more than it was labelled for - but whether the money belonged to me through mistake or whether the Cashier would agree to pay it, he could not say - I submit to your discretion, whether you would feel authorized to allow the amt of the $365. -

I have had much trouble and responsibility in the business - all the evidence from the character of transaction to examine myself & to write the deeds and conveyances - I did not calculate on having to make more than one trip, - the latter being much to my inconvenience. There was $200 saved in the exchange besides $100. which would have been my travelling pay to Fayetteville - It is submitted therefore, should you be unwilling to allow the $365 for want of proof - whether $1000 would be more than a reasonable compensation! You will act as you shall think just

just and right and I shall submit to your decision, as you will duly appreciate my feelings when I say, I could not appeal to Congress for the loss - whatever balance may be after your decision will be in my hands subject to your order - as the money was in my hands and I cannot consent for Mr Posey to share the loss. -

Very Respectfully
Yr Obt Servt
(Signed) R. M. Saunders

Hon John M. Eaton
War Department

Civil Commissioners &
Lieut. D. Carlton —

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ie State of North-Carolina,

To all whom these presents shall come, Greeting:

own, that William Hill

whose signature appears in his own proper hand writing to

the annexed Certificate

was at the time of signing the same, and now is

Secretary of State in & for the

State of North Carolina

and as such he is duly qualified and empowered to give said

Certificate which is here done in the usual and proper manner,

and credit are due to the same, and ought to be given to all the official acts of the said

Wm Hill Secty as aforesd

In Testimony whereof, I, Edwd B Dudley

Governor, Captain General and Commander in Chief, have caused the

Great Seal of the State ***to be hereunto affixed, and signed the same***

at the City of **Raleigh,** ***on the*** 16th ***day of*** August

in the year of our Lord one thousand eight hundred and thirty-seven

and in the 62 ***year of the Independence of the United States.***

Edwd B Dudley

:or.

Wm C Battle **Private Secretary.**

PARRIS, ROBERT

11 x 7

Reservation

Robert Jarvis

No. 88.

Disallowed

The Commissioner is of the opinion that Robert Paris should not Recover for the following Reasons, Viz.

1st. Because the first Clause it is extremely doubtful from his own Declaration whether he ever Resided on the Reservation. Especially for any time after 1820. for he does not in his Statement allege that he was on the same at any time subsequent to that date &c

2nd. It does appear from an inspection of the Enrolling Agents Book marked D. that the said Robert Paris did on the 13th day of month 1832 No 174 Relinquish to the United States all the right which he then had to any Lands on the East, for Lands on West of the Mississippi River, and acknowledged that he had voluntarily Enrolled for Emigration, the United States agreeing to transport him. Pay for improvements subsist him one year. and comply with the other Provisions Contained in the treaty of 1828 which does appear to us to be a voluntary abandonment and Removal from his said Reservation and a Relinquishment of all claims for any further Compensation for the same the Power of the Attorney is therefore Rejected 12 Jan 1839

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Reservation case
of Babbet Hurd
Filed 2 Dec. May 1838

Rejected 12th January
1839

Decree written

Disallowed.

Decree Written up.

Robert Carries

to

John Dreer

Power of Attorney

R.

Know all men by these presents: That Whereas Robert Parris, became intitled to a reservation of six hundred and forty acres of land under the Treaties with the Cherokees of 1817 and 1819. The said land being situated on the Chatahoochie river in the State of Georgia: Now I the said Robert Parris do hereby nominate, constitute and appoint John Drew my true and lawful Attorney; for me and in my name to sell all my right, title and interest in the said claim, or to receive such compensation for the same as may have been provided by the Government of the United States: And I do hereby Ratify and confirm all and whatsoever my said Attorney may do for me in this behalf.

In witness whereof I have hereto set my hand and Seal at Fort Gibson this 16th. day of November 1837.

Robert Parris (Seal)

Test
J. W. Sanford
Lt. 3rd. Cav. A.A.G.
A. Stokes Cherokee
Ind. Agent

Cherokee Agency, Fort Gibson Nov. 16th. 1837.

I Certify that the above named Robert Parris this day personally appeared before me and did acknowledge the Execution of the above power of Attorney for the purposes therein Expressed. - Given under my hand & seal at the Cherokee Agency, Fort Gibson this 16th. day of November 1837. -

A. Stokes Agent for Cherokees.

Cherokee Agency East
May the 22 D. 1838

Robert Parris respectfully shows to the Hon. Commissioners adjudicating Cherokee Claims under the Treaty that he was one of those entitled allowed a reservation under the Treaty of 1817 and that his place of location for the same lying near the west bank of the Chattahoochy river a little below Nancy old ferry on the unceded part of the Cherokee nation and now in County State of Georgia on which place he was living at the time of said Treaty and was sold and purchased by him in 1820 or and that he has never removed or caused the same by deed or otherwise and that he has complied with all Treaty stipulations concerning the same so far as practicable according to the best of his knowledge and belief and that he has never had any thing for the value of the said reservation

He now respectfully Petitions the said Commissioners that his claim be adjudicated and allowance liberally made to him according to justice and the Treaty and your duty will ever bind you to pray.

Case of Robert Boris a Cher Estate Reserve
under the treaty of 1817 between the United
States & Cherokee Nation of Indians

Robert Boris applies for Compensation for
a Reservation of 640 Acres of land which
he alleges he Registered his name for with the
Agent R Gillis in the year 1817 that the
same was located in the Territory Subsequently
Ceded to the United States by the Cherokee
Tribe of Indians & on the West Branch of
the Chatahoochee River a small distance
below Soaps old ferry in the State of
Georgia that he resided on said Reservation
up to the year 1820. that he has
never sold or conveyed the same or any Part
thereof & has complied with the Stipulations
of said Treaty in his Opinion as far as was
Practicable Thomas Saunders was acquainted
Robert Boris at the time of the Treaty
of 1817 Knows he lived two years & some
on the Chatahoochee a few miles below
the mouth of the Chestatee River that he
had an improvement thereon which he lived
John Saunders a Respectable Cherokee Knows
about the same. that he lived Several years
after the treaty of 1817 on the said Land
and on till he moved to Arkansas
which he thinks was 4 or 5 years ago &c

Cherokee agency east

Before me appeared
Thomas Cordry in person and make oath
that he knew Robert Parry at the time of
the treaty of 1817 and knows that he then
lived near Ramsey old ferry on the Chattahoo
chy a few miles below the mouth of Chestatee
River and that he then had an improve-
ment there on which he lived He confirms
the statement of John Langley in the case
Sworn to and subscribed before
me this day of 1838. his Thomas X Cordry
mark

Before me appeared John Landey Member of
the Committee and affirms that he also knew that
the said Robbert Parry was residing on an improve-
ment of his own near Ramsey old ferry at the time
of the treaty of 1817 on which he lived for several
years after the treaty He also says that the said
Parry lived neither the Limits of the emended part
of the Cherokee Nation until he moved to the
Arkansas which he thinks he moved 8 or 9 years ago
Since which he has no further knowledge of the case
~~Sworn to & subscribed before me~~
this 16 day of May 1838 his John X Landey
Witness Ellis L. Harlin mark

Lewis Blackburn says that he also knows where Robert Parry lived at the time of the trial of 1817 He being well acquainted with him and confirms the statement of John Landy in the case signed Lewis his X mark Blackburn
May the 21st 1838
Subscribed before me
A.H. Hudson

George Welch also cometh in the Statement of John Landy in the foregoing case & declares the same to be true signed Geo Welch
May the 21st 1838

Rome Oct 26th 1838.

Gentlemen

Agreeably to the instructions contained in my letter of authority to act as agent for the commissioners in seeking and procuring testimony in relation to Indian Reservations east of the Chattahoochie River I herewith enclose the result of my labours and beg leave to make my final Report. On the 8th Inst I left home and proceeded to the County of Gwinnette for the purpose of procuring the testimony of Mr. Montgomery who I understood was in possession of some information in relation to the claim of Robt Parris On examination however I found that he knew nothing which could be regarded as Testimony. I next proceeded to Athens Ga for the purpose of seeing Judge A. Hlayton who was Judge of the Western List of Georgia at the time that most of these Indian Claims formed subjects of litigation in the Supr Courts of Hall & Habersham Counties His Cause in Sanctioning

The various actions of Trespass &c&c by the Reserves for Intrusion by the Whites on Their reservations met with pretty general disaprobation And he published a plamphlet in vindication of his Course From the asp interest he felt in the matter I presumed his information in regard to it would be useful-at least in giving my future labours a proper direction When I arrived there I found the Judge so extremely that his recovery Was despaired of Course he was incapable of answering my enquires

I then proceded to that part of the County of Hall in which is located the reservations of John Cochran and the two Dawsons Most of the older Citizens who knew any thing of the Matter were either dead or removed and those whom I examined Could Testify to nothing but Common Rumor and general report. Here I casually learned That Col James Blair one of the Commissioners on the part of the State of Georgia Appointed under the treaty of 1819 was at the time in Clarkesvill or in the neighbourhood

One object of his Mission was to
purchase from the Reserves for the
use of the State of Georgia The very
Identical Claims now proved before
the Commissioners at Calhoun
I went immediately thither and found
that he had left a few hours
before I arrived for a distant
part of Franklin County. I despatched
a messenger by one route and I
went myself by another In a
day and a half I found him
in Franklin and he came back
to Clarksville having to consult
some memoranda to refresh his
recollection His Testimony is here
with enclosed and is I conceive
Conclusive against the Claimants
I must proceed The affidavits of
H A Wales Esq A Maulden and the
Certificate of John Starrit he objected
to taking an oath. In reference
to the Claim of John Cochran
I could find no one who either
knew the man or any thing of
his claim. although I came through
Cherokee County to take the Testim

Thomas Bird who reside for fifteen
or twenty years on the Banks of
the Chattahoochee at The Shallow
Ford If it is necessary for one to
appear to Calhoun a line will comm
and immediate attention

Yours Respectfully

James A Wright

To
Wm Liddell & Wilson
United States Commissioners &c

Robert M
Lee Co Ala
Dec 9 &c

Sanders + Posey

1714

List of the Company

Names of reserves	Location	number of acres	$	Cts
Cannaghtons heirs Children	Haywood Cty NC	640	700	00
Wesens or Bells heirs Children	Macon Cty NC	640	600	00
Grand grandr. Children	" " "	640	2500	00
Pole- Children	" " "	640	3500	00
Lake or Cheyaka gun Children	Haywood NC,	640	600	00
Big Georges. Children	Macon NC	640	2000	00
Bag or Scolichs Children	Macon NC	640	800	00
Kahutichs Children	Haywood NC	640	800	00
Nanas Children	on the line of Haywood & Macon	640	1200	00
Arkalukes or Whirlwind Children	Macon Cty NC	640	2000	00
Shawna Johns Children	Haywood NC	640	800	00
Tyounsa Gaskas Children	Macon NC	640	1300	00
Wilnota { is living at Qualla Town no proof files	Macon NC	640	1000	00
Johnson { do yet living at Qualla Town (no proof	Macon	640	1000	00
Total Amount.			$ 16500	00

Received this 5. day of December 1829 of Humphrey Posey & R. M. Saunders, U. S. Commissioners &c. the several sums annexed to our respective names to wit:

Catalchee +	600.
Panther +	320.
Culsawee +	250.
Coateeche +	250.
Tom & Waka ++	100.
Sir Killer +	350.
Snaga +	150.
Parch corn flour +	750.
Casantitaki +	100.
Cat +	750.
Oncutta +	1050.
Raskella or Thigh +	950.
Waller +	200.
Whippenwill +	150.
Sarrapin +	150.
Arkaluke +	300.
Big Tom +	400.
Chi, n, ca +	400.
Arlower +	250.
Tom + Chain + ha + Saunnagahar +	100.
Long Tom	100.
Ne, ne, tu, ah +	100.
	$7970

Roman nose + - - - - - - - - - - - - 100.
Dickey Wiper + - - - - - - - - - - - 100.
Eat a yeska + - - - - - - - - - - - 100.
Mus Rat + - - - - - - - - - - - 100.
Aruna + - - - - - - - - - - - 100.
Chi, ie la - - - - - - - - - - - - 100.
Shell + - - - - - - - - - - - - 100.
Snail + - - - - - - - - - - - - 100.
Back wata - - - - - - - - - - - - 100.
Sally widow + Heirs of standing Turkey - 100.
Sunaluska + - - - - - - - - - - - 50.
Ape + - - - - - - - - - - - - - 50.
Chee, nas, tee, ta, or Sam - - - - - - - - - 50.
Sealy + - - - - - - - - - - - - - 50.
Big George + - - - - - - - - - - - 50.
Shnashtan or Reg + - - - - - - - - - - 50.
Edward Welsh + - - - - - - - - - - - 50.
Betsy + - - - - - - - - - - - - 50.
Jano, ah + - - - - - - - - - - - - 50.
Upaka + Wile James widow - - - - - - - - 50.
John Carlston + - - - - - - - - - - - 50.
Soachastaslah + - - - - - - - - - - - 50.
Ca, ti, er + her of Buffaloe - - - - - - - 50.
Shave Heads Heirs + + + + - - - - - - - 200
$1.850

+ + + + + +

Yana, guska + others heirs of Sunny dec^{d}	350.
Nancy + Sunnola + Whisspeunee + Nagahina +	
or Jim Nechotee + Waller + Nanny + Nancy +	
+ Soka - heirs of Yellow Bear, dec^{d}	300.
Sally - widow of Little Deer +	200.
G. R. Morris + children of Little Deer +	800.
Little Granger + Cat + wife Jenny Jim and	
Char, ca, ca, Heirs of Waller dec^{d}	550.
John Davidson + Tom Connaught	
Tecumtha + wife Ecahaen, Steva + wife	
Ohanhen, a. heirs of Ca, hu, ca	400.
Sarah + widow, all bones + Saka +	
children of Wiyehutta	400.
John Welsh +	1250.
John Walker +	250.
B. S. Brittain	300.

The above Indians who have made their marks were paid in our presence the sums opposite their names with the exception of those receipted for by Mr. Posey

Marshall T. Polk
T. K. Gray

Decr 11th 1829

Received the sums that follow &c. towit:

	Long Tom	100.
	Chunasteeta or Sam	50.
2	Cat and wife Jenny, Sim & Chancacam	333.
	Swannecha & wife Enhaca	
	Stocan & wife, Chanhena	200.
	Tom - his part of Jinny dec^{d}	50.
1	To amt. due Ah, Luches heirs	873.
	Gideon Morris & wife	3000.
	Poindexter	5.
	Cash retained for recording deeds &c	10.
	Tom Connaught heir of Cahnea	100.
	Panther	320.
	Chinla	100.
	Backwater heir of Sunluska	100.
		$5241

Humphrey Posey

Marshall K Polk

J. K. Gray.

We acknowledge to have received from Humphrey Posey the sums set opposite to our respective names. to wit.—

Long Tom	$100.
Chunashita or Sam +	50.
Cat + & wife Jinny + Jim + & Chancaca + Heirs of Wallce dec.d	333
Tuancher + & wife Euchaca + Steven + wife chankma + heirs of Cahuca	200.
Tom his share of Jenny dec.d	50
For Ambacks claim p.d Joshua Roberts per m.y	973.
G. F. Morris & wife +	3000
Thos. W. P. Poindexter	5.
Cash	10.
Tom Cannaught heir of Cahuca +	100.
Panther +	320.
Back Water heir of Tunaluska dec.d	100.
Chiefa +	100.
	$2141

Signed & acknowledged in the presence of us
(signed) S. K. Gray
S. R. Siler

Rec.d of H. Posey my fees as Register on Indian Deeds March 23.d 1830. $1.50
(signed) Jno. Dobson R.H.C.

Rec.d of Rev.d H. Posey my fees as Clerk eight dollars & ten cents, on Indian Deeds March 23.d 1830
(signed) A. B. Shyard Clk.

Roman nose +	100.
Sticky Wiper +	100.
Cat a geska +	100.
Mus Rat +	100.
Queen +	100.
Chi, ie la	100.
Shell +	100.
Snail +	100.
Back water	100
Sally widow + Heirs of Standing Turkey	100.
Sunaleska +	50.
Axe +	50.
Chen, nas, te, ta, or Sam	50.
Crely +	50.
Big George +	50.
Shnashleh or Leg +	50.
Edward Welsh +	50
+ Betsy +	50
Jano, ak +	50
Waka + Wile Sams widow	50.
John Calstan +	50
Tracharlesleh +	50.
Ca, ti, e + heir of Buffaloe	50
Shane Head, Heirs. + + + +	200.
	$ 1.850

Received this 5th day of December 1829 of Humphry Posey & Rhe Saunders, Rs & Commissioners &c the several sums annexed to our respective names, to wit:

Calalehee +	600.
Panther same p[resen]t	320.
Culsawee +	250.
Coatuche +	250.
Tom & Waha + +	100.
Six Killer +	550.
Seaga +	150.
Parch Corn flour +	750
Oasantetaki +	100.
Cat + do. do.	750.
Oneulla +	1050.
Raskella or Thigh +	950
Waller +	200.
Whippenville +	150
Tarrapins +	150.
Arkalukee +	300.
Big Tom +	400.
Chinula +	400.
Artowee +	250.
Tom + Chaucantha + Tannagahee +	100
Long Tom do. Pow	100
Ne, ne, tu, ah +	100
	$7.970

Yana, gunka + others heirs of Jenny decd.	350
Nancy + annula + Whippernell + Nagahina +	
or Jim Nicholas + Waller + Nanny + Nancy +	
+ Tetka - heirs of Yellow Bear, decd	300.
Sally - widow of Little Deer +	200.
G J Morris + Do + children of Little Deer +	800.
Little Grangu + Cat wife Jenny, Jim and	
Chas, ca, ca Heirs of Wesley decd	350.
John Davidson + Tom Connaught	
Tecumseh wife Eachacen, Steve wife	
Ahanhen a heirs of Ca, hu, ca decd Perry	400
Sarah + widow, all bones + Naha +	
children of Wayhutta	400.
John Welsh +	1250.
John Walker +	250
B S Brittain	300

The above Indians who have made their marks are paid in our presence - the sums opposite their names with the exception of those receipted for by Mr Perry

Marshall T Polk

Dec 11. 1829 J K Gray

Recd the sums that follow to wit

	Long Tom	100.
	Chunaketta a Sam	80.
2.	Cat and wife Jenny, Sim & Chaucacam	333
	Juannecha wife Euchaca	
	Stocan wife, Chanlena	200.
1	Tom. his part of Jenny dec	80.
	Wm. Lee Ah, Tuckis heir	873.
	Gideon F Morris & wife	3.000
	Pondexter	5.
	Cash retained for recording deeds &c	10
	Tom Cowaught heir of Cahena	100.
	Panther	320.
	Chinla	100
	Back water heir of Emelemha	100
		$5.241

Test

Marshall T Polk

D K Gray.

Stamphrey Bley

Copy

Copy —

We acknowledge to have received from Thumpshaw Posey the sums set opposite to our respective names to wit: —

Long Tom or Gen' Saunders' alias	$100.
Chunnashita or Sam x	50.
Cat, x & wife Sunny x Jim x & Chaucaca x Heirs of Walker dec'd —	333.
Juamchu x & wife Eschaca x	
Slicar x & wife Chonkma x Heir of Cahuca —	200.
Tom his share of Sunny dec'd	50.
For ahbacki's Claim (p' Joshua Roberts p' Rec'd)	573.
G. F. Morris & wife x	300.
Hiram W. P. Poindexter	5.
Cash	10.
Tom Cannaught heir of Cahuca x his	100.
Panther x —	320.
Back Water x heir of Chunaluska dec'd	100.
Chierta x —	100.

Signers & acknowledgers
in the presence of us

(Signed) S. H. Gray
S. R. Siler

Rec'd of H. Posey my fees as Register on Indian Deeds March 23d 1830 — 9.50

(Signed) Jn'o Robertson N.H.C.

Rec'd of Rev'd H. Posey my fees as Clerk eight Dollars & ten cents on Indian Deeds March 23d 1830

Signed A. S. Hyard C.C.

Receipt of Rations
Issued to K. Boyer

This Indenture made the twenty eighth day of April in the year of Our Lord One thousand eight hundred and thirty between Tom, a native of the Cherokee Nation of Indians, of the one part, and Romulus M. Saunders and Humphrey Posey Commissioners duly appointed by the Presidents of the United States, for and in behalf of the State of North Carolina, of the other part, Witnesseth, that the said Tom, for and in consideration of the sum of one hundred dollars to him in hand paid by the said R. M. Saunders and Humphrey Posey Commissioners as aforesaid, the receipt and payment whereof is hereby acknowledged, hath bargained, sold, conveyed and confirmed, and doth by these presents, bargain sell and confirm unto the State of North Carolina, her grantees and assigns forever, all the right, title, Interest, claim or demand that he the said Tom hath, under the Treaties between the United States and the Cherokee Tribe of Indians, made and concluded in the years 1817 and 1819, to six hundred and forty acres of land, claimed by him as a Reservation, under said Treaties, lying and being in the County of Macon and State of North Carolina on the Sugar Town fork of Tennessee River, agreeably to his Certificate filed in the office at the Cherokee Agency. And he the said Tom doth for himself, his heirs, Executors and Administrators covenant to and with the said R. M. Saunders and Humphrey Posey Commissioners as aforesaid the above tract of six hundred and forty acres of land to warrant and defend to the said State of North Carolina her grantees and assigns forever. In witness whereof,

whereof he the said Tom hath hereunto set his hand and
seal the day and year first above written
Signed Sealed & Delivered
in presence of
Joshua Roberts
J. K. Allman

Signed Tom (Seal)

Know all men by these presents that I Tom a native of the
Cherokee Tribe of Indians, for and in consideration of the sum of
fifty dollars to me in hand paid by Reuben M. Saunders and
Humphrey Posey, Commissioners duly appointed by the President
of the United States, the receipt whereof is hereby acknowledged,
have bargained sold and conveyed unto the State of North
Carolina, all the right title interest or demand which I have in
my mother Jenny's Reservation of Six hundred and forty acres
of land in the County of Macon and State of North Carolina.
And I do by these presents, for myself, my heirs, Executors
Administrators and assigns, relinquish unto the State of North
Carolina, her Grantees and assigns forever, all the right title
interest claim or demand which I or any of the heirs at law
of the said Jenny have to the said land or any part thereof
In Witness whereof I have hereunto set my hand and seal the
29th day of April 1830.

Signed Tom X (Seal)

Signed Sealed & delivered in Presence of
Joshua Roberts
J. K. Allman

This Indenture, made the twenty eighth day of April in the year of our Lord one Thousand eight hundred and thirty. between Sow. a native of the Cherokee nation of Indians, of the one part and Romulus M Saunders and Humphry Posey Commissioners duly appointed by the President of the United States. for and in behalf of the State of North Carolina, of the other part. Witnesseth, That the said Sow, for and in consideration of the Sum of One hundred dollars to him in hand paid by the said R. M. Saunders and Humphry Posey Commissioners as aforesaid. The receipt and payment whereof is hereby acknowledged, hath bargained, sold, Conveyed and Confirmed, and doth by these presents bargain, Sell, Convey and Confirm unto the State of North Carolina, her grantees and assigns forever. all the right, title, Interest Claim, or demand that he the said Sow, hath, under the Treaties between the United States and the Cherokee Tribe of Indians, made and concluded in the years 1817 and 1819. To Six hundred and forty acres of land, claimed by him as a reservation, under said Treaties, lying and being in the County of Macon and State of North Carolina on the Sugar Town fork of Tennessee River, agreeably to his certificate filed in the office at the Cherokee Agency, And he the said Sow, doth for himself, his heirs Executors, and Administrators Covenant to and with the said R.M. Saunders and Humphry Posey Commissioners as aforesaid the above tract of land Six hundred and forty acres of land to warrant and defend to the said State of North Carolina her grantees and assigns forever.

In witness whereof he the said Sow hath hereunto set his hand and seal, the day

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and year first above written.

Signed Sealed and delivered
in presence of
Joshua Roberts.
D. R. Allman.

Tom X Reed

Know all men by these presents, that I Tom a native of the Cherokee Tribe of Indians, for and in consideration of the sum of fifty dollars to me in hand paid by Romulus. M. Saunders and Bromfield Pasey, Commissioners duly appointed by the President of the United States, the receipt whereof is hereby acknowledged, have bargained and sold and conveyed unto the State of North Carolina. all the right, title, interest or demand which I have in my mother Linneys reservation of six hundred and forty acres of land in the County of Macon and State of North Carolina. And I do by these presents, for myself, my heirs executors Administrators and assigns, relinquish unto the State of North Carolina, her grantees and assigns forever. all the right, title, interest, claim or demand which I as one of the heirs at law of the said Linney have to the said land, or any part thereof.

In witness whereof I have hereunto set my hand and seal the 29th day of April 1830.

Signed Sealed and delivered
in presence of
Joshua Roberts
D. R. Allman

Tom X Reed

numbers
Tom's No. 2

number 6.

Long Tom's

Rec't 29th April 1880

$150 00/100

April 29th 1850, Received of Humphrey Posey U. S. Commissioner, one hundred dollars, in full for my reservation, and fifty dollars in full of my part of my Mother Jenny's Reservation. I deny rec'd leg md

Tom X

Test
Joshua Roberts.
D. R. Allmand.

This Indenture, made and entered into this fifth day of December in the year of our Lord one thousand eight hundred and twenty nine, between Romulus M Saunders and Humphry Posey Commissioners duly appointed by the President of the United States in behalf of the State of North Carolina of the one part, and John Welch a Cherokee Indian, of the other part, Witnesseth. that for and in consideration of the sum of Twelve hundred and fifty dollars, and in further consideration that the above Commissioners are to pay the cost of a suit now pending in Lincoln Superior Court in the State of North Carolina in behalf of the said John Welch Against Benjamin S. Brittain for the recovery of a reservation of Six hundred and forty acres of land, the receipt of which sums he the said John Welch doth by these presents fully acknowledge— The said John Welch doth agree to cede, grant, sell, release and convey, and by these presents hath ceded, granted, sold, released and conveyed unto the State of North Carolina, her grantees and assigns. all his right, title, interest and Claim, to the reservation of Six hundred and forty acres, situate on John Creek, on which the said Benjamin S. Brittain now lives, in the County of Macon and State of North Carolina aforesaid, the particular boundaries of which will fully appear by reference to the plat and survey made for the said John Welch and which is herewith surrendered to the

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said State, together with all the privileges and appurtenances to the said reservation, or tract of land in anywise appertaining and belonging. To have and to hold the above granted premises, and reservation to the said State of North Carolina, her grantees and Assigns, to her and their use and behoof forever—and the said John Welch for himself, his heirs, Executors and Administrators doth covenant with the said State of North Carolina her grantees and assigns, that this Conveyance is made of his own free will, and that he his heirs &c. shall and will warrant and defend the premises aforesaid to the said State of North Carolina, her grantees and assigns forever. against the lawful demands of all persons whatever

In testimony whereof, the said John Welch hath hereunto set his hand and seal. the date above written

Signed, Sealed, interested & delivered in presence of us
Marshall T. Polk
A M Gray Jarat

John X Welch (Seal)

Know all men by these presents - that whereas the aforesaid John Welch has heretofore sold and conveyed to Benjamin S. Brittain, his right, title and claim to the reservation of six hundred and forty acres, mentioned in the foregoing conveyance

made by him to the State of North Carolina,
and whereas a Suit is now pending in
Lincoln Superior Court by the said John
Welch, against the said Benjamin S Brit-
-tain for the recovery of said Reservation-
now I the said Benjamin S. Brittain being
desirous of having said controversy adjusted,
and not wishing to throw any difficulties
in the way of a full settlement with the Indians
have this day, agreed with R. M. Saunders
and Humphry Posey Commissioners as afore-
-said, that in consideration of the Sum
of three hundred dollars, the receipt
of which, is hereby acknowledged, to grant
release and forever quit Claims, and by these
presents do grant release and forever quit
claim to the State of North Carolina, her gran-
-tees and assigns forever, all the right title
and interest vested in me by the purchase
and conveyance to me by the said John
Welch - to have and to hold the same
to the said State, her grantees and assigns,
free from the claims of all persons claim-
-ing by or through me forever ——

Given under my hand and Seal, this
ninth day of December one thousand
eight hundred and twenty nine —

Witness
Marshall T. Polk
Joshua Roberts

Test
B. S. Brittain [Seal]

It is further understood between the
Commissioners and myself, that I do

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suit in Lincoln is to be dismissed at my cost, with the exception of the Plaintiffs Attorney fee – Given under my hand and seal, the date within

Ack.d
B. S. Brittain [illegible]

Attest
Joshua Roberts
J. R. Gray

This indenture made and entered into this first day of December in the year of our Lord one thousand eight hundred and twenty nine, between Romulus M. Saunders and Humphrey Posey, Commissioners duly appointed by the President of the United States in behalf of the State of North Carolina, of the one part; and the undersigned Cherokee Claimants to reservations by virtue of the Treaty and Convention entered into, and concluded between the Chiefs and head men of the said tribe of Cherokee Indians and the United States of America in the year one thousand eight hundred and twenty and one thousand eight hundred and twenty one of the other part, Witnesseth, that for and in consideration of the several sums of money herein after mentioned as following the name of each of the Claimants, the receipt of which they do severally acknowledge before the signing and sealing of these presents to wit. Ca-ta-tuske for his

reservation, six hundred dollars, Panther for his reservation, three hundred and twenty dollars, Culsaw for his reservation two hundred and fifty dollars- Coacheo for his reservation two hundred and fifty dollars- Tom & Wake children and heirs of Toolan-usta deceased for their reservation one hundred dollars- Silas Killer for his res-ervation five hundred and fifty dollars, Shoga for his reservation one hundred and fifty dollars- Parch corn Chlomer for his reservation seven hundred and fifty dollars- Oo-sante-take for his reservation one hundred dollars Shecat for his reservation seven hundred and fifty dollars- Ou-tu-lulla only child and heir of Genelah dec'd for his reservation, one thousand and fifty dollars- Nar-hulla-ar-high for his reservation, nine hundred and fifty dollars- Walla for his Reservation two hundred dollars- Whippoorwill for his Reservation One hundred and fifty dollars- Sarrapsin for his reservation One hundred and fifty dollars- Arkaluke for his reser-vation, three hundred dollars- Big Tom for his reservation four hundred dollars- Chinula for his reservation four hundred dol-lars- Astoria, for his reservation, two hun-dred and fifty dollars- Tom Chun-cun-ka and Tun-ma-gaha children of Old Mouse deceased, for their reservation interest in his reser-vation One hundred dollars- Tom, Ni-ne-tu-ah, Roman nose, Dicky (Wiper) Ca-la-gus-ka, Musk Rat Ursuna, Chinula, Shell, Snail.

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Rattlesnake, son and heir of Old Tuneluska, deceased, Sally Widow of Standing Turkey deceased, for their several rights and title to reservations each one hundred dollars - Tunaluska Asee, Chunestuta or Sam, Sealy a Widow - Big George, Stanastaker Ley, Edwards Tuteb, Betsy a Widow - Tanooah Waka Widow of Will Jones deceased, John Colston Tsachus-tustah Calves heir of Buffalo, for their several rights and titles to reservations, each fifty dollars Johnson, Nantatah Chicoo and Nage children of Tustahaka or Shaw Reads, deceased, two hundred dollars - They the parties aforesaid in consideration of the sums aforesaid, do severally agree to bind, grant, sell, release and convey, and by these presents, each and all of them hath ceded, granted sold, released and conveyed, unto the State of North Carolina, her grantees and Assigns, all and singular-ly, each and every right, title interest & claims, which they and each of them have to the several reservations of six hundred and forty acres of lands, situate in the County of Macon, and State of North Carolina, and which they, the parties aforesaid severally claim title to, by virtue of the Treaty and Convention, concluded as aforesaid, a part of which reservations have been located and Surveyed, as will more fully appear by reference to said Surveys, as filed with the Cherokee Agent, and of the list of names registered with the Agent aforesaid for reservations within the limits of the said

State of North Carolina together with all the
privileges, and appurtenances to the said Sev-
-eral tracts of lands and reservations in any
wise appertaining, and belonging, to have
and to holds, the above granted premises
and reservations, to the said State of North
Carolina her Grantees, and Assigns, to her
and their use and behoof, forever, and they
the said Catatche, Panther, Wilsons, Coalucha,
Tom of Wake Sir Teller, Suaza-Parch corn flour
Casantitah Capt. Oenitto. Starhills or Thigh-
-Waller Whippoorwill. Tarrapin. Arkeluda Big
Tom, Chines. Artoua- Tom-Chas. Cow, ha- &
Tunnaqaha. Tom Ninchiah- Roman nose-
Pichy Pepper. Watogeska Musk Rat. Arenas
Chinlah. Shell. Snail. Backwater- Sally Du-
-nalusha. Aces. Chunastute or Sam Cralg Big
George- Stenastah or Rey- Edwards Wells, Betty
Savonah. Wake. John Cadlow. Coachastatt
Cuties. Johnsons. Nanatah. Chicora. and Suaza
for themselves, their heirs Executors, and Admin-
-istrators do covenant with the said State
of North Carolina her Grantees and Assigns,
That the premises aforesaid are free from
all conveyances, and that this grant and
conveyance is made of their own free will
and consent, and that they will and their
Heirs Executors and Administrators shall
warrant and defend the same to the said
State of North Carolina her grantees and
Assigns forever against the lawful demand
of all persons whatever.

In testimony whereof we the parties

REPRODUCED AT THE NATIONAL ARCHIVES

aforesaid have hereunto set our hands, and seals,
the date first above written.

Signed, Sealed, interpreted
and delivered in presence
of us,
Marshall T. Polk
D. K. Gray Secret

Catatche x
Panther x
Culsowa x
Culilecha x
Sow x
Snake x
Fire Killer x
Luaga x
Parch corn flour x
Ouoantetuka x
Cap x
Ououtta x
Markellaw Thigh x
Mullen x
Whippenwile x
Tarrapin x
Arkaluka x
Big Sow x
Chicula x
Artowa x
Sow x
Clear, cane low x
Sammayaha x
Low Sinituah x
Romans Nose x
Dicky Snipes x
Catagoska. x
Mus Rat x
Greena x
Clinla x
Shild x

Obeala,

Snail X
Backwater x
Junaluska x
Ace x
Chunestula or Sam X
Wahy x
Big George x
Nenastah or Stag x
Edward Welch x
Victory x
Tanooah x
Iraka x
John Coloton x
Joachustastah x
Catiee x
Johnson x
Nustatah x
Whiteeee x
Nega x
Sally x

This indenture, made and entered into, this first day of December in the year of our Lord one thousand eight hundred and twenty nine, between Romulus M. Saunders and Humphry Posey Commissioners duly Appointed by the President of the United States in behalf of the the State of North Carolina, of the one part. And the undersigned Cherokee Claimants to Reservations by virtue of the Treaty and Convention entered into and concluded between

REPRODUCED AT THE NATIONAL ARCHIVES

the Chiefs and Head men of the said tribe of Cherokee Indians, and the United States of America in the years one thousand eight hundred and seventeen, and one thousand eight hundred and nineteen, of the other part, Witnesseth. That for and in consideration of the several sums of money hereinafter mentioned as following the name of the respective claimants, the receipt whereof they do severally acknowledge before the signing and sealing of these presents, to wit: Smaqusha Will, note Long Som. Sara-fiew. Catatche and his wife Nancy. Punuluska and his wife Walle Wee, u, Sette and his wife Chaona children & heirs of Jinny dec'd for their reservation Three hundred and fifty dollars— Nancy and Ore, nee, la, widows, Whippenville, Nagohino or Jim Nichotee, Walle. Nanny Nancy and Taka, children and heirs of Yellow Bear dec'd for their dower, and reservation Three hundred dollars— Sally widow of Little Deer dec'd and Wallapee her present husband for her dower in his reservation Two hundred dollars, Gideon H. Morris Guardian of the three Children of Little Deer, for their right and title to said reservation, Eight hundred dollars, Little George, Cat and his wife Jinny, Jim and Chancuca Children and heirs of Walle dec'd for their right and title to her reservation, Five hundred and fifty dollars, John Davidson, Tom Connaught, Te, ka, nes, ka and his wife Ca, cha, ca, Steeco, and his wife Cauhina children and heirs of Ca, hu, ca dec'd for their right and title to her reservation Four hundred dollars

Sarah widow of Wm. Gr. Guttle, dec.d Allbones and Wahaw, children and heirs of the said dec.d for their right and title to his reservation, Four hundred dollars— John Walker for his reservation two hundred and fifty dollars, they the parties aforesaide, in consideration of the sums aforesaide do severally agree to cede, grant, sell, release, and convey, and by these presents, each and all of them hath ceded, granted, sold released and conveyed, unto the State of North Carolina, her grantees and assigns, all and singularly, each and every right title interest and claime, which they, and each of them have to the several reservations of six hundred and forty acres of land, situate in the County of Macon, and State of North Carolina, and which they, the parties aforesaide severally claim title to, by virtue of the Treaty and Convention concluded as aforesaide, a part of which Reservations have been located and surveyed, as will more fully appear by reference to said surveys as filed with the Cherokee Agent, and of the list of names registered with the Agent aforesaide, for reservations within the limits of the said State of North Carolina, together with all the privileges and appurtenances to the said several tracts of land and reservations in anywise appertaining and belonging. To have and to hold the above granted premises and reservations, to the said State of North Carolina, her grantees and assigns, to her and their use and behoof forever. And we the said

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Vonaguska, Willnota, Long Town, Tarrapin, Catatuc-
hee, and wife Nancy, Junaluska and his wife
Walle, Wesaota and wife Cheana, Nancy and
Cosula, Whipperwill, Nagahina or Jim, Nicho-
tee Walle, Nunny, Nancy and Jake, Sally,
Little George, Cut, and wife Jinny, Jim, Chouca,
John Davidson, Tom Connaught, Tecanseha and wife
Te,cha,ca, Steco and wife Cankena, Sarah, all trus,
Jake, John Walker, for ourselves, our heirs Ex-
ecutors and Administrators, do covenant with
the said State of North Carolina her grantees
and assigns, that the premises aforesaid are
free from all conveyances and that this grant
and conveyance is made of our own free
will and consent, and that we and our
heirs, executors and Administrators shall War-
rant and defend the same to the said
State of North Carolina, her grantees and
assigns forever, against the lawful demands
of all persons whatever.—

In testimony whereof, we the parties afore-
said have hereunto set our hands and seals,
the date first above written.—

Signed Sealed & interlined
and delivered in the
presence of us
Marshall H. Polk
I. K. Gray. Junr.

Vonaguska X
Willnota X
Long Town
Tarrapin X
Catatuchee X
Nancy X
Junaluska X
Walle X
Wesaota X

in, Catatun
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Chaun, ca.
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Che, a, na x
Nancy x
Oo, nu, lee x
Whipperwill x
Nagahino or Dino x
Ni, cho, las x
Wallie x
Nancy x
Nancy x
Saka x
Wallapee x
Sally x
Little Singe x
Cat x
Vinny x
Vino x
Chau, cu, ca x
John Davidson x
Tom Connaught x
Te ca nes ha x
Ce, cha, ca x
Steer x
Can, he, na x
Sarah x
All Bones x
Naka x
John Walker x
Widow Morris x

A. B. Hyatt.
Dillian & Sons, Lmat——

REPRODUCED AT THE NATIONAL ARCHIVES

This Indenture made and entered into, this
tenth day of December one thousand eight
hundred and twenty nine between Gideon
H. Morris, and his wife Sarah of the one
part And R. M. Saunders and Humphrey
Posey Commissioners duly appointed by the
President of the United States of the other
part— Witnesseth That in consideration
of the sum of Three thousand dollars to
them in hand paid, by the said R. M. Saun-
ders and Humphrey Posey. The Receipt whereof
is hereby acknowledged, the said Gideon H.
Morris and his wife Sarah hath bargained, grant-
ed, bargained, sold. Released and convey-
ed, and doth by these presents. Grant,
grant, bargain, sell, release and convey
unto the State of North Carolina, her
grantees and assigns forever, all that
parcel of lands, situate on Tennessee
River, in the County of Macon and State
of North Carolina. On which Thomas
Love at present resides, the metes and
bounds of which will appear by a Cer-
tificate and plat of Survey as filed
in the office of the Cherokee Indian
Agency— it being their Reservation of
six hundred and forty Acres, as claimed
under the Treaties of 1817 & 1819 as entered
into with the United States, and the
Head men of the Cherokee nation of Indians
and all the estate right title, interest and
demands, which they have or either of
them hath of, in, or to the same, or any

part or parcel thereof. To have and to hold the above described premises, with the appurtenances to the said State of North Carolina, her grantees and assigns, to her and their use and behoof forever. And the said Gideon H. Morris for himself his Heirs, Executors, and Administrators doth Covenant with the said State of North Carolina her grantees and assigns that he the said G. H. Morris his heirs Executors and Administrators shall and will Warrant and defend the right and title to the premises aforesaid to the said State of North Carolina her grantees and assigns against the lawful Claims and demands of all persons whatsoever.

In testimony whereof, I the said Gideon H. Morris and Aska my wife have hereunto set our hands and seals, after having the same fully interpreted and explained the date and year aforesaid

In presence of

Marshall C. Polk. } Gideon H. Morris [Seal]
D. M. Gray, } Aska
Dasha Roberts } Aska × [Seal]

State of N. Carolina
Macon County } Dec. Sess 1839

The within Deeds of Conveyance were acknowledged in open Court— Recorded and ordered to be Registered

A. B. Hyatt Clk

The within Deeds were Registered in the Registers office of Macon County in Book A and in pages 20. 21. 22. 23. 24. 25. 26. and 27.— by me March 13th day 1830

John Dobson R. M. C.

A true copy
Certified
Humphrey Posey
one of the Commissioners
of the U.S.

Copies of deeds from Cherokee Indians. N.C

Regd the Registering fees in full on all the Cherokee deeds pd. 7.12½

Pd me J. Dobson R.M.C.

Regd of Rev. H. Posey his fees collected and the deeds in full on all the Cherokee deeds pd me by him as the Chairman of the Board of Commrs March 1830—

N. B. Bought, Colo. 5
3

Copy -

This Indenture made the twenty eighth day of April in the year of our Lord one thousand eight hundred and thirty, between Tom a native of the Cherokee Nation of Indians, of the one part and Romulus M. Saunders and Humphrey Posey, Commissioners duly appointed by the President of the United States, for and in behalf of the State of North Carolina of the other part, witnesseth that the said Tom for and in Consideration of the sum of one hundred dollars, to him in hand paid by the said R. M. Saunders and Humphrey Posey Commissioners as aforesaid the receipt and payment where of is hereby acknowledged hath bargained, Sold, Conveyed and confirmed and doth by these presents, bargain, Sell, Convey and confirm unto the State of North Carolina her Grantees and assigns forever, all the right title interest claim or demand that he the said Tom hath under the Treaties between the United States and the Cherokee tribe of Indians, made and concluded in the Years 1817 and 1819, to six hundred and forty acres of land claimed by him as a reservation under said Treaties lying and being in the County of Macon and State of North Carolina, on the Sugar Town fork of Tennessee river agreeably to his certificate filed in the Office at the Cherokee Agency.

And he the said Tom doth for himself his heirs Executors and Administrators Covenant to and with the said R. M. Saunders and H. Posey Commissioners as aforesaid, the above tract of six hundred and forty acres of land to warrant and defend to the said State of North Carolina her grantees and assigns forever. In witness whereof he the said Tom hath hereunto Set his hand and seal the day and year first above written.

Signed sealed & delivered in presence of Joshua Roberts Sent
J. R. Allman

Tom + (Seal)

REPRODUCED AT THE NATIONAL ARCHIVES

State of North Carolina

Secretary of State's Office

I William Hill Secretary of State in and for the State aforesaid, do hereby certify that the foregoing is Truly and correctly copied from the original which is on file in this office.

Given under my hand this 17th day of August 1837

W. Hill

Long Tom.

Deeds to the State of North Carolina

Know all menby these presents that I Tom
a native of the Cherokee Tribe of Indians, for
and in consideration of the sum of fifty dollars
to me in hand paid by Romulous M. Saunders and
Humprey Posey, Commissioners duly appointed
by the President of the United States, the
receit whereof is hereby acknowledged, have bar
gained sold and conveyed unto the State of
North Carolina all the right, title, interest
or demand which I have in my mother Jenneys
reservation of sixhundred and forty acres of
land in the County of Macon and State of
North Carolina. And I do by these present
for myself, my heirs, Executors Administrators
and assigns, relinquish unto the State of
North Carolina her grantees and assigns
forever, all the right, title, interest, claim or
demand which I as one of the heirs at law of
the said Jenney, have to the said land or any
part thereof.

In witness whereof I have hereunto set my
hand and seal the 29th day of April 1830

Signed sealed and
delivered in presence of
Joshua Roberts Jurat
J. R. Allman

Tom + Teal

State of North Carolina
Secretary of States Office

I William Hill Secretary of State in and for
the State aforesaid, do hereby certify, that the foregoing
is truly and correctly copied from the orginal which
is on file in this Office

Given under my hand this 17th
day of August 1837

W. Hill

The within deeds was registered in the Registers office of Macon County in Book A. Page 518 52. Sept 16th 1830

Certified by

Jno Dawson R.M.C.

Deed of Conveyance
from
Long Tom
To the
State of N. Carolina

State of N. Carolina } Deed dated 1830
Macon County } All written before
Seemed and stated to be registered

Jno. Dawson

The State of North-Carolina,

To all whom these presents shall come, Greeting:

Be it known, that William Hill

whose signature appears in his own proper hand writing to the annexed Certificate

was at the time of signing the same, and now is Secretary of State in & for the State of North Carolina and as such he is duly qualified and empowered to give said Certificate which is here done in the usual and proper manner, and full faith and credit are due to the same, and ought to be given to all the official acts of the said William Hill Secty as aforesd

In Testimony whereof, I, Edwd B Dudley *Governor, Captain General and Commander in Chief, have caused the* **Great Seal of the State** *to be hereunto affixed, and signed the same at the City of* **Raleigh,** *on the* 16th *day of* August *in the year of our Lord one thousand eight hundred and thirty-seven and in the* 62nd *year of the Independence of the United States.*

Edwd B Dudley

By the Governor.

Christopher C Battle **Private Secretary.**

This Indenture made and entered into this tenth day of December- One thousand eight hundred and hoonty nine, between Gideon F. Morris and his wife Naha of the one part and R. M. Saunders and Humphrey Posey. Commissioners duly appointed by the President of the United States of the other part- Witnesseth- That in consideration of the sum of Three thousand dollars to them paid by the said R. M. Saunders and Humphrey Posey, the receipt whereof is hereby acknowledged, the said Gideon F. Morris and his wife Naha, hath ceded granted, bargained, sold, released and conveyed and doth by these presents cede grant, bargain sell, release and convey unto the State of North Carolina, her grantees and assigns forever all that parcel of land situate on Tennessee river in the County of Macon and State of North Carolina on which Thomas Love at present resides the metes and bounds of which will appear by a certificate and Plot of Survey as filed in the Office of the Cherokee Indian agency- it being their reservation of six hundred and forty acres as claimed under the Treaties of 1817 & 1819 as entered in to with the United States and the Head Men of the Cherokee Nation of Indians- and all the estate, right, title, interest and demand, which they have or either of them hath of, in or to the same or any part or parcel thereof.

To have and to hold the above discribed premises with the appertenances, to the said State of North Carolina her grantees and assigns to her and their use and behoof forever. And the said Gideon F. Morris for himself, his heirs, Executors and Administrators doth Covenant with the said State of North Carolina her grantees and assigns, that he, the said G. F. Morris, his heirs Executors and administrators shall and will warrant and

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defend the right and title to the premises afore said to the said State of North Carolina her grantees and assigns against the lawful claims and demands of all persons whatever

In testamony whereof I the said Gideon F. Morris and Nata my wife have hereunto set our hands and seals, after having the same fully interpreted and explained the date and year aforesaid.

In presence of-

Marshall T. Polk.
J. K. Gray
Joshua Roberts Jr.

G. F. Morris (Seal)
Nata X (Seal)

State of North Carolina
Secretary of State's Office

I William Hill Secretary of State in and for the State aforesaid do certify that the foregoing conveyance is truly and correctly copied from the original which is on file in this Office

Given under my hand this 17th day of August 1837.

W. Hill

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State of N.Carolina } Dec.r Sep. 1829.
Macon County } The within Deed of
Conveyance was acknowledged in open Court.
Recorded and ordered to be registered
A.B. Hyatt Clk

Gideon Morris
&
Wife
Deed to the
State of N.Carolina

Ogle instrument of writing was duly proven in the Main
Office of Macon County, in Books
and recorded in Deed Book 3 March 13th 1830 by the
Oath of Jesse Ogle

The State of North-Carolina,

To all whom these presents shall come, Greeting:

Be it known, that William Hill

whose signature appears in his own proper hand writing to the annexed Certificate

was at the time of signing the same, and now is Secretary of State in & for the State of North Carolina and as such he is duly qualified and empowered to give said Certificate — which is here done in the usual and proper manner, and full faith and credit are due to the same, and ought to be given to all the official acts of the said William Hill Secty as aforesd

In Testimony whereof, I, Edwd B. Dudley *Governor, Captain General and Commander in Chief, have caused the* Great Seal of the State *to be hereunto affixed, and signed the same at the City of* Raleigh, *on the* 16th day of August *in the year of our Lord one thousand eight hundred and thirty-seven and in the* 62nd *year of the Independence of the United States.*

Edwd B Dudley

By the Governor.

Christopher C. Battle Private Secretary.

Articles of a contract and agreement entered into and concluded at Franklin, Haywood County State of North Carolina this day of in the year of our Lord, one thousand eight hundred and twenty eight, between Romulus M. Saunders being especially authorized by James Iredell Governor of the State aforesaid, as a Commissioner in behalf of said State of the one part and the undersigned persons of the Cherokee tribe of Indians, Heads of families and others, - claiming title to certain Reservations or tracts of Land within the County and State aforesaid by virtue of a treaty and convention entered into between the head men and Chiefs of the said tribe of Indians and the authorized Agents of the U. States in the years one thousand eight hundred and seventeen and one thousand eight hundred and nineteen - of the other part, Witnesseth, That the undersigned persons claiming title to certain reservations or tracts of land under the Treaty and convention aforesaid as herein after mentioned, and being disposed of their own free will to remove and abandon the same, - and in consideration of the several sums annexed to their respective names as may hereafter follow, which sums the said R. M. Saunders Commissioner aforesaid hath stipulated to be paid to them as herein after expressed, the said persons and claimants do contract and agree to grant, sell, release, convey and surrender, and by these presents hath granted, sold released, conveyed and surrendered, all and singularly, every right, title, interest or claim which they or either of them have to the several Reservations or tracts of land as hereinafter mentioned, to the state of North Carolina, viz. Gideon F. Morris, his reservation tract, containing Six hundred and forty acres, situate on the North East side of Tennessee river. it being the tract of Land for which the said

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Gideon F. Morris both brought suit against Robert Love and which suit is now pending against the Heirs of the said Robert Love decd. in the Supreme Court of the State, the boundaries of which will more fully appear by reference to the survey as made by the U. States Surveyor appointed to run out the Reservations as mentioned above. The Cat his reservation or tract containing Six hundred and forty acres, the boundaries of which will more fully appear by reference to the Plat and survey of the U. States Surveyors R. Houston and Robertt Armstrong as filed in the Office of the Cherokee agency, and for which he has a suit now pending in the Superior Court of Lincoln County against Thomas and John, Totham and Colln Watson.—

Ooweatta or Jeaf, the Son of Hanelah who contracts for himself and other heirs at law, the reservation or tract containing Six hundredand forty acres, the boundaries of which will more fully appear by reference to the Survey of the Surveyor aforesaid as filed in the office of said agency,- and for which suit is now pending at the instance of the Heirs at law of Hanelah in the Superior Court of Lincoln County, against John Stephenson—. Kahkallah or Thigh his reservation or tract containing Six hundred and forty acres agreable to his certificate is registered in the office of the agency aforesaid number 238, and for which he has now brought suit in the Supperior Court of Lincoln County against William and Jesse Cockerham—

No 25 Little George, and the Cat, the first the son, the other the husband of the daughter of Wallee decd who contract for themselves and the other heirs at law of Wallee decd for their reservation or tract of Six hundred and forty acres, situate on Sugar town creek the boundaries of which will more

fully appear by reference to the plat and survey of the Surveyors aforesaid as filed in the Office of the said ageney, and for the recovery of which a suit is now pending in Lincoln Superior Court in favour of said heirs against Hamilton Moss—. Big Tom, his reservation or tract of six hundred and forty acres, situate on Tuckaudge River the boundaries of which will more fully appear by reference to the plat and survey as filed in the office of the ageney aforesaid— part of which land is now in the possession of Andrew Welsh.—. The Whipporwill, his reservation or tract of six hundred and forty acres situate on Burningtown creek the boundaries of which will more fully appear by reference to the plat and survey as filed in the office of the ageney aforesaid— Roman-nose- or Big George his reservation or tract containing six hundred and forty acres situated near the Governors Island on Tennessee river and numbered as certificate 217- in the office of the ageney aforesaid now in the possession of David Shuler—— Che.u.la, his reservation or tract of six hundred and forty acres situated on Catejuga creek and numbered as Certificate 308. as will appear by reference to the office of the ageney aforesaid- and for the recovery of which a suit is now pending in Lincoln Superior Court against Jonathan Whitesides.— Ne.ne.the.ake his reservation or tract of six hundred and forty acres, on Burningtown creek, adjoining the reservation of Catlitche - Certificate numbered (282) agreeable to the registry in the office of the Cherokee ageney— Arkalooke, his reservation or tract of six hundred and forty acres, situated at the Mouth of Big head Creek where Hugh Gibbs now lives, his Certificate numbered 224 in the office of the ageney aforesaid.—

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Sarah, Widow of Nequehutta, Callinahak or Allbones son and Aska daughter, their right of a reservation on Catuga ja Creek Certificate numbered 305, within the field now owned by Andrew Barnard — Cha. ha, Car a widow her reservation or tract of six hundred and forty acres on the waters of Oquanaluftta it being under his certificate Number 295 agreable to the Offices of the agency aforesaid, and for which suit is now depending in Haywood Superior Court it being the place on which Asaph Enlar formilly lived — John Welsh, his reservation. The boundaries of which will appear by reference to his Survey and plat as filed in the agency aforesaid and for the recovery of which a suit is now pending in the Superior Court of Lincoln County against Benjamin S. Britain which suit is to be dismissed at the cost of the State on the ratification of this Contract —

Now Know ye, that the said Contracting parties to carry into effect their intentions and agrament have Concluded and agreed to the following articles -

Article 1. The persons aforesaid claiming title as before mentioned, do severally Consent and agree to surrender their Certificates and plats which have been been laid off and surveyed to each and every of them which they hold as evidence of their title and to yield quiet and peaceable possession of the premises whenever the General Assembly of No Carolina shall ratify and Confirm this contract and agreement and cause to be paid the sums of Money hereinafter named —

Art 2. It is Stipulated and agreed by the Contrating parties that the State of No Carolina in Consideration of the several reservations and tracts of Land, ceded, bargained, sold, transfered as aforesaid shall give

and pay to each and every person parties to this agreement the following sums - Viz: Gideon F. Morris Three thousand dollars. The Cat Seven hundred and fifty dollars. Whipperwill, Three hundred and fifty dollars. Chi.u.la. Five hundred dollars - Colesatta or Trap - Son of Moneta. One thousand and fifty dollars - Ne.ne, Tuah. Two hundred dollars The Cat & Little George the heirs of Walluc dec'd Six hundred and forty dollars - Ar Kalooke, four hundred dollars, Sarah, Widow of Ne.ge, Cutter Collin.akah or all Bears and Naka, daughter Three hundred dollars - Ka.Kallah or Thigh nine hundred and fifty dollars. Cha, kee, ea, a widow three hundred and fifty dollars. John Welsh, twelve hundred dollars. Roman-nose, or Big George, two hundred and fifty dollars —

Which said sums so Stipulated to be given, shall be paid to each and every person aforesaid at Franklin Haywood County, or some other Convenient and suitable place, on or before the first Monday of May next, (unless the General Assembly should agree to pay the same sooner, and if so, the parties to be duly notified of the time and place) in the Current Bank notes of this State.

Art 3! It is agreed by the contracting parties in all cases where suits have been Commenced and are now pending, that the same shall be suspended, until the decision of the General assembly, and if this Contract shall be satisfied the suits then to stand dismissed, each party paying his own Cost, except in the case of Gideon F. Morris, in which case the Cost is to be paid by the State, and that each and every person (party to this agreement, when Contract shall be satisfied by the General Assembly, shall on the receipt of the sum mentioned above, make and execute, or cause to be made and executed

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such further and other assurance and assurances of the premises as shall be advised and required in full discharge of all their right, title, interest or demand, in order to the fulfillment and completion of this agreement —

Art. 6. This contract and agreement to be binding on the contracting parties, so soon as it shall be ratified by the General Assembly of the State of North Carolina —

In witness whereof, we the contracting parties have hereunto set our hands & seals to the foregoing seven pages the year and date above written —

The obliteration on the 6th page made before signed

Wm. Pinkney Posey.

Romulus M. Saunders (Seal)
Commissioner for State.

× Whippenwill × (Seal)
× The × Cat. (Seal)
× Oo. ee sutta or × Trap (Seal)
Son & heir of Hemela dec'd
× Ne. ne. kee. ah × (Seal)
× Little × George (Seal)
× The × Cat — (Seal)
Heirs of Wallace dec'd
× Arkaboke × (Seal)
× Sarah × Widow (Seal)
× Collenakah or all
× Borns, by G. F. Morris (Seal)
× Snake × (Seal)
Heirs Wyc hutter —
× Hakallah for Thigh (Seal)
× G. F. Morris (Seal)
× Chi, hu, ca × widow (Seal)
× John × Welch (Seal)
× Roman-nose or Big George (Seal)
By his attorney G. F. Morris (Seal)

Richard × Walker

Witness to the last &
G. F. Morris

3

State of North Carolina

Secretary of State's Office

I William Hill Secretary of State in and for the State aforesaid, do hereby certify, that the foregoing is truly and correctly copied from the original which is on file in this Office

Given under my hand this 17th day of August 1837.

W. Hill

The State of North-Carolina,

To all whom these presents shall come, Greeting:

Be it known, that William Hill

whose signature appears in his own proper hand writing to

the annexed Certificate

was at the time of signing the same, and now is

Secretary of State and for the

State of North Carolina

and as such he is duly qualified and empowered to give said

Certificate — which is here done in the usual and proper manner,

and full faith and credit are due to the same, and ought to be given to all the official acts of the said

William Hill Secy as aforesaid

In Testimony whereof, I, Edwd B Dudley

Governor, Captain General and Commander in Chief, have caused the

Great Seal of the State *to be hereunto affixed, and signed the same*

at the City of Raleigh, *on the* 18 *day of* August

in the year of our Lord one thousand eight hundred and thirty- seven

and in the 62nd *year of the Independence of the United States.*

Edwd B Dudley

By the Governor.

Christopher C Battle Private Secretary.

This Indenture, made and entered into this fifth day of December in the year of our Lord one thousand eight hundred and twenty nine, between Romulus M. Saunders, and Humphrey Posey Commissioners duly appointed by the President of the United States, in behalf of the State of North Carolina of the one part and John Welsh a Cherokee Indian of the other part, Witnesseth - That for and in Consideration of the sum of twelve hundred and fifty dollars and in further Consideration that the said Commissioners are to pay the costs of a suit now pending in Lincoln Superior Court in the State of North Carolina in behalf of the said John Welsh against Benjamin S. Britain for the recovery of a reservation of six hundred and forty acres of land - the receipt of which sums he the said John Welsh doth by these presents fully acknowlege. the said John Welsh doth agree to cede grant, sell, release and convey. and by these presents hath ceded, granted, sold, released and conveyed unto the State of North Carolina her grantees and assigns, all his right, title, interest and claim, to the reservation of six hundred and forty acres. situate on John Creek, on which the said Benjamin S. Brittain now lives in the County of Macon and state aforesaid, the particular boundries of which will fully appear by reference to the plat and Survey made for the said John Welsh and which is hereby with surrendered to the said State - together with all the privileges and appurtenances to the said reservation or tract of land in any wise appertaining and belonging. - To have and to hold the aboule granted premises and reservation to the

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said State of North Carolina, her grantees and assigns, to her and their use and behoof forever. And the said John Welsh for himself, his heirs, executors and administrators, doth covenant with the said State of North Carolina her grantees and assigns that this conveyance is made of his own free will, and that he, his heirs &c- shall and will warrant and defend the premises aforesaid to the said State of North Carolina, her grantees and assigns forever, against the lawful demands of all persons whatsoever.

In testamony whereof, the said John Welsh hath hereunto set his hand and seal, the date above written.

Signed, sealed, + John X Welsh (Seal)
interpreted and delivered
in presence of us—

Marshall T Polk

J K Gray Jurat

State of North Carolina

Secretary of States Office

I William Hill Secretary of State in and for the State aforesaid, do hereby certify that the foregoing is truly and correctly copied from the original which is on file in this Office

Given under my hand this 17th day of August 1837-

Wm Hill

Know all men by these presents, that whereas the aforesaid John Welsh hath heretofore sold and conveyed to Benjamin S. Britain his right, title and claim to the reservation of Six hundred and forty Acres mentioned in the foregoing conveyance made by him to the State of North-Carolina, and whereas a Suit is now pending in Lincoln Superior Court by the said John Welsh against the said Benjamin S. Britain for the recovery of said reservation - Now I the said Benjamin S. Britain, being desirous of having said Controversy adjusted and not wishing to throw any difficulty in the way of a full settlement with the Indians have this day agreed with R. M. Saunders and Humphrey Posey Commissioners as aforesaid that in Consideration of the sum of three hundred dollars the receipt of which is hereby acknowledged, to grant, release and forever quit claim and by these presents do grant release and forever quit claim to the State of North Carolina her grantees and assigns forever all the right, title, and interest vested in me by the purchase and conveyance to me by the said John Welsh - to have and to hold the same to the said State, her grantees and assigns, free from the claim of all persons, claiming by or through me forever - Given under my hand and seal this ninth day of December, one thousand eight hundred and twenty nine -

Witness -
Marshall T. Polk.
Joshua Roberts Ack.d

B. S. Brittain Seal

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It is further agreed between the Commissioners and myself, that the suit in Lincoln is to be dismissed at my cost with the exception of the Plaintiffs attorney fee- Given under my hand and seal the date within.

Attest
Joshua Roberts
I K Gray -

Alek. B. S. Boitheau (seal)

The within deeds was Registered in the registers Office of Macon County in Book A. and in Page 26 & 27. March 18th 1830 by me

Jno Dobson R M C

State of North Carolina
Secretary of states office

I William Hill Secretary of State in and for the State in and for the State aforesaid, do certify that the foregoing is truly & correctly copied from the original on file in this Office. Given under my hand this 17th day of aug. 1837.

W. Hill

John Mc Cor
To
State of N Carolina
Deed.

State of N Carolina } Dec. Sepion 1829.
Macon County } The within Deed was acknowledged in open Court & Recorded & ordered to be registered- N B Hyatt Clk

Copy-

This agreement entered into this 30th day of July between R. M. Saunders a Commissioner duly authorized by the Governor of N°Carolina in behalf of said State, and the undersigned Indians claiming Reservations under the Treaty of 1817 and the Convention of 1819, as made and ratified by the Government of the United States and the Cherokee Nation of Indians- Know ye- that the said R. M. Saunders having been appointed to treat with such Claimants under the Treaty and Convention aforesaid as he might consider upon proof as having a valid claim and not having procured evidence to satisfy him of the claims of such as are parties to this agreement- he consents and agrees, that should the contrat he has made with Sundry Claimants be ratified by the next General Assembly, we whose names follow and such others as shave claims, whose claims have not as yet been contrated for, shall have further time to collect evidence to be laid before such person as may be appointed Governor of N°Carolina to pay off the claimants under the aforesaid contracts, and if deemed good by him shall at the same time be paid for by such person, such sum as he may in his discretion consider right, not in any case exceeding a greater sum than three hundred dollars for each claim or reservation- And we bind ourselves to execute such conveyance of our right and title to the State of N°Carolina, as may be required on being paid by the said person such sum as he in his discretion shall claim right.

We further oblige ourselves to commence no suit against any citizen of North Carolina in asserting our claim in the penalty of Five hundred dollars until after the Sepion of the next General Assembly of N°Carolina, when it is to be determined whether this contract is to be ratified, and if shall be then we oblige and bind

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C1/4

ourselves to observe and obey its contents. This Contract to be bending upon the respective parties so soon as it shall be ratified by the General Assembly of the State of N. Carolina.

Given under our hands and Seals the date above written.

Romulus M. Saunders (Seal)
Commissioner for the State

Witnesses
Humphrey Posey.
Dick X Walker.

× Kategucha X (Seal)
× Luch, a, tow a × (Seal)
× Cap × Sumtustka (Seal)
× Betsey - For × Cealy Widow (Seal)
× Waya Widow × of (Seal)
× William Sams and
+ Axe (Seal)
+ Doo, chostah × (Seal)
× Mus × Rat (Seal)
+ Sullatestka or × Big George (Seals)
+ John × Cabiston (Seals)
+ Charcha or × Woodpecker (Seal)
+ Betsy a Widow — By
her agent H Reed
+ Arkena × (Seal)
+ Artowe By his
Attorney, G. F. Morris (Seal)
× Jamm By his
Attorney G. F. Morris (Seal)
× Wallie × Widow (Seal)

Witness
Richard × Walker

State of North Carolina

Secretary of State's Office

I William Hill Secretary of State in and for the State aforesaid do hereby certify that the foregoing is truly and correctly copied from the original which is on file in this office

Given under my hand this 17th day of August 1837. W. Hill

State of North Carolina
Office of Secretary of State

On examination of other documents deposited with the original of which the annexed is a copy it is believed that this contract should have been dated 30th July 1828.

Given under my hand this 3d day of October 1843.

Wm Hill Secy of State

The State of North-Carolina,

To all whom these presents shall come, Greeting:

Be it known, that William Hill

whose signature appears in his own proper hand writing to the annexed Certificate

was at the time of signing the same, and now is Secretary of State in & for the State of North Carolina

and as such he is duly qualified and empowered to give said Certificate which is here done in the usual and proper manner, and full faith and credit are due to the same, and ought to be given to all the official acts of the said William Hill Secty as aforesaid

In Testimony whereof, I, Edwd B. Dudley *Governor, Captain General and Commander in Chief, have caused the* **Great Seal of the State** *to be hereunto affixed, and signed the same at the City of* **Raleigh,** *on the* 16th *day of* August *in the year of our Lord one thousand eight hundred and thirty-seven and in the* 62nd *year of the Independence of the United States.*

Edwd B Dudley

By the Governor.

Christopher C. Battle **Private Secretary.**

Articles of a contract and agreement entered into and concluded at Franklin Haywood County & State of N. Carolina, this 29th day of July, in the year of our Lord one thousand eight Hundred and twenty eight — between Romulus M. Saunders being especially authorised by James Iredell Governor of the State aforesaid as a commissioner in behalf of said State, of the one part — and the undersigned persons of the Cherokee Tribe of Indians, "Heads of families claiming title to certain Reservations or tracts of Land within the limits of the county and State aforesaid, by virtue of a Treaty and convention entered into between the Headmen and Chiefs of the said Tribe of Indians and the authorized agents of the United States, in the years one thousand Eight Hundred and Seventeen & one thousand Eight Hundred and nineteen, of the other part —

Witnesseth — That the undersigned persons and claimants, being now in possession of their Reservations or tracts of Land — But being disposed of their own free will to remove from the same, and in consideration of the sum of Four Thousand, Eight Hundred & thirty Dollars, which sum the said R. M. Saunders commissioner as aforesaid hath stipulated to be paid to them collectively and in amount such sum as shall follow each of their respective names as hereinafter recites and at such time as is hereafter expressed —

The said persons and claimants do contract and agree to grant, sell, release, convey and surrender and by these presents hath contracted and agreed to Grant, Sell, release, convey and Surrender all and Singularly every right, title, interest or claim, which they or either of them have to the several Reservations or tracts of Land hereinafter mentioned

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Copy

mentioned, to the said State of North Carolina
Fourth— Ka, ta, ta, hee, his reservation or
tract containing Six Hunard & forty acres, situate on the South West side of Tennessee River
on Burningtown Creek— The boundaries of
which will more fully appear by reference to
the plot & survey of the United States Surveyors
R. Houstan & Robert Armstrong as filed
& Registered in the Office of the Cherokee
agency— Jinny her reservation or tract
containing Six Hundred & forty acres situate
on Tennessee River including an Island, the
boundaries of which will more fully appear
by reference to the plat & survey of the
Surveyors aforesaid as filed in the agency
aforesaid— Panther his reservation or
tract containing Six Hunard & forty acres
situate on Tennessee River the boundaries
of which will more fully appear by reference
to the Plat & survey of the Surveyors aforesaid,
as filed in the Office of said agency
Coo, lu, chee, her reservation or tract containing
Six Hunard and forty acres situated on Tillies
Creek The boundaries of which will more fully
appear by reference to the Plot and survey of
the Surveyors aforesaid as filed in the Office
of said agency— Six Tiller his reservation
or tract containing Six Hunard forty acres
situate on Burningtown Creek the boun-
daries of which will more fully appear by
reference to the Plat & survey of the Surveyors
aforesaid as filed in the Office of said agency
Tsuga, his reservation or tract containing
Six Hunard & forty acres situate on Tillies
Creek, the boundries of which will more fully
appear by reference to the Plat & survey of the
Surveyors aforesaid, as filed in the Office of said
agency— Col, Sam, wee, his reservation or
tract

Copy

Tract containing Six Hunared & forty acres, situate on Tessentee Creek, the boundries of which will more fully appear by reference to the Plat & survey of the surveyors aforesaid as filed in the office of the said agency.
Parch comflour - his reservation or tract containing Six Hundred and forty acres, situate on Tessentee Creek, the boundaries of which will more fully appear by reference to the Plot and survey of the surveyors as aforesaid as filed in the office of said agency.
Oo. sau. te. tahe - his reservation or tract of Six Hunared & forty acres, situated on Tellico creek the boundaries of which will more fully appear by reference to the Plot and survey as filed in the office of the agency aforesaid.
Lom son d Waha daughter of Toole, mush dec'd their reservation or tract of Six Hunared & forty acres, situate on Tuchasidge River - the boundaries of which will more fully appear by reference to the Plot & survey as filed in the office of the agency aforesaid - Sally the wife of Little Deer deceased - and her present husband Wallushu, her right of Dower. - Ava olla, & Susannah, children of Little Deer - by their Grand Father & Guardian Cha. ta. tuhe, their right and title to the reservation and tract of Little Deer dead of Six Hunared & forty acres - situated on Burningtown creek, the boundaries of which will more fully appear by reference to the Plot & survey as filed in the Office of the agency aforesaid - Nancy the widow of Yellow Bear, Whippenwill, Waller, Nicholas, Sagahins or Jims children & Heirs their right & title to the Reservation or tract of Six Hunared & forty acres situate on Burningtown creek - the boundaries of which will more fully appear by reference to the Plot & survey as filed in the Office of the agency

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agency aforesaid— Jon, Chan, cousha Tackalla or Hugh & wife, Jounaguska children of the old Mouse deceased— their right and title to his reservation or tract of Six Hundred & forty acres— The boundaries of which will more fully appear by reference to the Plot & survey as filed in the office aforesaid

Now Know Ye, that the said contracting parties to carry into full effect their intentions and agreement have concluded & agreed to the following articles

Article the 1st The persons aforesaid claiming title as before mentioned, do severally contract and agree to surrender their certificates and Plats which have been laid off and surveyed to each & every of them and which they hold as evidences of their titles and to yeald quiet and peaceable possession of the premises whenever the General Assembly of No. Carolina shall ratify and confirm this contract and agreement, and cause to be paid the sums of money hereinafter mentioned

Art. 2 It is stipulated and agreed by the contracting parties that the State of No. Carolina in consideration of the several tracts & reservations of Land, ceded, bargained sold transfered and surrendered as aforesaid shall give and pay to each & every person parties to this agreement the following sums viz—

To Catitiha for himself and as guardian for the three children of Little Deer, thirteen Hunard ($1300) Dollars— to Sally & Wallushee for her dower Two Hunard $200 Dollars— to Jenny Three Hunard & twenty $320 Dollars— To the Six Killer Six Hundred & forty Dollars

The Yellow Bears Heirs— Nancy the widow Whippernell, Waller, Nichate, Sagas. heirs or Jim—

Three

Three Hundred & fifty Dollars, Loo. Lu. che. two Hundred & fifty Dollars, — Suaga. One Hundred & fifty Dollars — Lom & Waha heirs of Loo. la resth decd. One Hundred Dollars — Oo, sau, te, take — One Hundred Dollars — Panther Three Hundred & twenty Dollars — Lul, soe, wee Two Hundred & fifty Dolla[rs] — Parch Corn Flour Seven Hundred & fifty Dollars — Lom Chau, cau, ha, Karkilla or Thigh & his wife Saunogusha, children of old Mauge decd One Hundred Dollars for their right —

Which sums so stipulated to be given shall be paid to each and every person aforesaid, at Franklin, Haywood County or some other convenient & suitable place on or before the first monday of May next (unless the General Assembly should agree to pay the same sooner; and if so, the parties to be duly notified of the time & place) in the current Bank notes of this State.

Art. 3 — It is agreed by the contracting parties that each and every person party to this contract shall remain in possession of their respective tracts of land untill the several sums hereby stipulated to be paid, shall be paid as before mentioned when the same shall be surrendered to the State of N. Carolina in full discharge of all their right title interests or claim and that each and every person party to this agreement as aforesaid whose contract shall be ratified by the General Assembly, shall on the receipt of the sum mentioned as above, make and execute such further and other assurance & assurances of the premises, as shall be advised & required by the General Assembly in order to the fulfilment and completion of this agreement.

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Art. 4- This contract and agreement to be binding on the contracting parties, so soon as it shall be ratified by the General Assembly of the State of No. Carolina In witness where of we the contracting parties have hereunto set our hands and seals, to the foregoing six pages, the year and date above mentioned

In presence of
Humphrey Posey
G. L. Morris

Romulus M. Saunders (seal)
commissioner for the State

+ Ca ta te hee + his mark (seal)
for self & heirs of Little Deer
Wallashee × his mark (seal)
+ Sally × her mark (seal)
+ Cheenana × her mark (seal)
for her mother Sinny —
Cub son ne × (seal)

Witness
Richard × Walker

+ Six × Tiller (seal)
+ Nancy × widow (seal)
+ Whippernose × — seal
+ Waller × (seal)
+ Nichot × (seal)
+ Soga × honor Sinn (seal)
+ Coo, lee, che × (seal)
+ Suaga × (seal)
+ John × (seal)
+ Waha × (seal)

Heirs of Tcahmuster

+ Oosaute, take × (seal)
+ Panther × (seal)
+ Parchcorn × Flour (seal)
+ Tom × (seal)
+ Tarhalla or × High (seal)
+ Tannaganha × (seal)
+ Chan, eane, × Ra (seal)

State of North Carolina
Secretary of States Office

I William Hill Secretary of State in and for the State aforesaid, do hereby certify, that the foregoing is truly and correctly copied from the original which is on file in this Office

Given under my hand this 17th day of August A.D. 1839.

W. Hill

The State of North-Carolina,

To all whom these presents shall come, Greeting:

Be it known, that William Hill

whose signature appears in his own proper hand writing to

the annexed Certificate

was at the time of signing the same, and now is

Secretary of State in & for the

State of North Carolina

and as such he is duly qualified and empowered to give said

Certificate which is here done in the usual and proper manner,

and full faith and credit are due to the same, and ought to be given to all the official acts of the said

William Hill Secty as aforesd

In Testimony whereof, I, Edwd B Dudley

Governor, Captain General and Commander in Chief, have caused the

Great Seal of the State *to be hereunto affixed, and signed the same*

at the City of **Raleigh,** *on the* 18th *day of* August

in the year of our Lord one thousand eight hundred and thirty-seven

and in the 62nd *year of the Independence of the United States.*

Edwd B Dudley

By the Governor.

Christopher C Battle **Private Secretary.**

This Indenture made and entered into the first day of December in the year of Our Lord one thousand eight hundred & twenty nine, between Romulus M Saunders and Memphis Posey, Commissioners duly appointed by the President of the United States, in behalf of the State of North Carolina of the one part, and the undersigned Cherokees, claimants to reservations by virtue of the treaty and convention entered into and concluded between the Chiefs and headmen of the said tribe of Cherokee Indians, and the United States of America in the years one thousand eight hundred & eighteen and one thousand eight hundred & nineteen, of the other part, Witnesseth, That for and in consideration of the several sums of money herein after mentioned as following the names of each of the claimants, the receipt of which they do severally acknowledge before the signing & sealing of these presents: To wit Ca-ta-le-he for his reservation six hundred dollars, Panther for his reservation three hundred & twenty dollars, Calsawa for his reservation two hundred & fifty dollars. Coaleeta for her reservation two hundred & fifty dollars. Tom and Wa-ka children & heirs of Tolanusta deceased, for their reservation one hundred dollars; Sic Keller for his reservation five hundred and fifty dollars;

Ine-sa-

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Seaaya for his reservation, one hundred and fifty
dollars; Pauch corn flour for his reservation, seven
hundred and fifty dollars; Ao, San b take for his
reservation one hundred dollars; The cat for his
reservation seven hundred & fifty dollars; Oee, sutta
only child & heir of of Stenelah, dec^d for his reservation
one thousand & fifty dollars; Kaukaska or High for his
reservation, nine hundred and fifty dollars; Wallee
for his reservation, two hundred dollars; Whitfemale
for his reservation, one hundred & fifty dollars; Jarrapin
for his reservation one hundred & fifty dollars; Shabatte
for his reservation three hundred dollars; Big Joe
for his reservation four hundred dollars; Shinka
for his reservation two hundred & fifty dollars; Joe,
Chau-can-ka and Sannaya-ha children of Chi-
noe dec^d for their interest in his reservation, one
hundred dollars; Joe, ni, ne, tu, ah, Roman Nose
Sicky Keefer, Co, ta, yo, ha, Mineral, Green
Shinla Shell, Snail, Backwater Sink and
heir of Tunkuska deceas^d, Sally, widow of
Hard Sicky deceas^d, for the usual right,
title & reservation, each one hundred dollars.
Tunkuska, dec^d, Chunnetuta or Sam, Cooly
a widow, Big George, Stenastah or Ivy, Edna
Wall

- Welch, Betsy, a widow, Jaucoah, Walla, widow of Will Jones, dec'd. John Colston, Jachachatah, Colsie heir of Buffalo, for their ~~reservation~~ several right, title, to reservation, each fifty dollars. Johnson Nancitah Chi lo ee and Nagu children of Tustahaha in their Mean deceased two hundred dollars. They the parties aforesaid in consideration of the sums aforesaid do severally agree to cede, grant, sell, release and convey, and by these presents each and all of them hath ceded granted, sold, released and conveyed unto the State of North Carolina her grantees and assigns, all and singularly each and every right title interest and claim which they and each of them have to the several reservations, of six hundred and forty acres of land, situate in the County of Macon and State of North Carolina and which they the parties aforesaid severally claim title to by virtue of the treaty and convention concluded as aforesaid, a part of which reservations have been located and surveyed, as will more fully appear by reference to said surveys, as filed with the Chiefton agent and of the list of names, registered with the agent aforesaid for enrolment with the Courts of the said State of North Carolina together with all the

privileges and appurtenances to the said several tracts of land and reservations in any wise appertaining and belonging, to have and to hold the above granted premises and reservations to the said State of North Carolina its grantee, and assigns to her and their use and behoof forever, and they the said, Catuteke, Panther, Culsawa, Coalucha, Tom and Wake, Six Killer, Sugar, Parch corn flour, Casauteloke, Cat, Occultta, Karkulla, or High, Walker, Whippernite, Tarrapin, Arkaluke, Big Tom, Chinla, Arlewa, Tom, Chas. carr. ha and Jannagaka, Tom, Nimbuke, Roman nose, Dicky Keyes, Calagetta, Murial, Accoun, Chenilah, Thile, Snail Backbone, Sally, Junalushka, axe, Chunaluta, or Sand, Coaly, Big George, Monaluh or Big, Edward Welch, Betsy, Tanooah, Wake, John Colston, Thacker-lachah, Catee, Johnson, Nanatah Chicoree & Naga, for themselves, their heirs executors and administrators, do covenant with the said State of North Carolina, its grantee & assigns, that the premises aforesaid are free from all encumbrance, and that the grant and conveyance is made of their own free will and consent. And that they

they will and their heirs, executors and administrators shall warrant and defend the same to the said State of North Carolina her grantee, and assigns forever against the lawful demand of all persons, whatever.

In testimony whereof we the parties aforesaid have hereunto set our hand, and seals the date first above written

Signed sealed in presence of
Marshall J Pattie
J K Gray Jun'r

+ Catatla	+ (Seal)
+ Panther	+ (Seal)
+ Cutsawa	+ (Seal)
+ Cathcuche	+ (Seal)
+ Tom	+ (Seal)
+ Washa	+ (Seal)
+ Sei Killer	+ (Seal)
+ Swaga	+ (Seal)
+ Patch corn flour	+ (Seal)
+ Casantetahe	+ (Seal)
+ Cat	+ (Seal)
+ Accutla	+ (Seal)
+ Markella a Wolf	+ (Seal)
+ Walker	+ (Seal)
+ Whippernose	+ (Seal)
+ Tarapin	+ (Seal)

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	+ Ah Rahuka	1 Deal
	+ Big Tom	1 Deal
	+ Chinaka	1 Deal
Despd. [illegible] and	+ Arkansas	1 Deal
subsisted & obtain	+ Tom	1 Dial
in presence of us	+ Chan. can. ka	1 Deal
J. R. Lide,	+ Samaja ka	1 Deal
Jk Gray. Jun.l	+ Tom	1 Deal
	+ Simtiah	1 Deal
	+ Woman Nose	1 Deal
	Sick, the per	1 Deal
	+ Catagoola	1 Deal
	+ Mercat	1 Deal
	+ Arena	1 Deal
	+ Chinka	1 Deal
	+ Skelle	1 Deal
	+ Snail	1 Deal
	+ Back water	1 Deal
	+ Sunalacha	1 Deal
	+ Ace	1 Deal
	+ Chunnelula a Sam	1 Deal
	+ Coal	1 Deal
	Big Geo.	1 Deal
	+ Nenaclah a Mey	1 Deal
	+ Edward Locklah	1 Deal

Betsy	[illegible]
Samuel	[illegible]
Walter	[illegible]
John Colston	[illegible]
Jeanette, Carlotta	[illegible]
Calvin	[illegible]
Johnny	[illegible]
Nannette	[illegible]
Maya	[illegible]
Sally	[illegible]
Christine	[illegible]

This Indenture made and entered into this fifth day of December in the year of Our Lord one thousand eight hundred & ninety nine, between Romulus M Saunders and Humphrey Peley, Commissioners duly appointed by the President of the United States on behalf of the State of North Carolina of the one part, and John Welch a Cherokee Indian of the other part, Witnesseth That for and in consideration of the sum of twelve hundred and fifty dollars, and in further consideration that the above Commissioners are to pay the cost of a suit now pending in Swain the ~~County~~ Superior Court in the State of North Carolina in behalf of the said John Welch against Benjamin F Battlains for the recovery of a reservation of six hundred & forty acres of land, the receipt of which sum by the said John Welch doth by these presents fully acknowledge. The said John Welch doth agree to cede, grant, sell, release and convey, and by these presents hath ceded, granted, sold, released and conveyed unto the State of North Carolina, her grantees, and assigns, all his right, title, interest and claims to the reservation of six hundred & forty acres, situate on Tobe Creek, on which the said Benjamin F Battlain now lives in the County of Macon and State of North Carolina aforesaid, the particular boundaries of which will fully appear by reference to the Map

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and survey made for the said John Welch, and which is herebywith surrendered to the said State, together with all the privileges and appurtenances to the said contained or best of land in any wise appertaining and belonging. To have and to hold the above granted premises, and contained to the said State of North Carolina, her grantees, and assigns, to her & their use and behoof forever. And the said John Welch for himself, his heirs, executors and administrators, doth covenant with the said State of North Carolina her grantees, and assigns, that the conveyance is made of his own free will, and that he, his heirs &c shall and will warrant and defend the premises aforesaid to the said State of North Carolina, her grantees, and assigns, forever, against the lawful demands, of all persons whatever.

In testimony whereof the said John Welch hath hereunto set his hand and seal, the date above written.

Signed, sealed, in the presence of us
Marshall J Polk
J R Gray, Jurat.

John Welch (Seal)

Known.

Know all men by these presents, that whereas the aforesaid John Welch has heretofore sold and conveyed to Benjamin S Brittain his right title and claim to the reservation of six hundred and forty acres, mentioned in the foregoing conveyance, made by him to the State of North Carolina, and whereas a suit is now pending in Lincoln Superior Court by the said John Welch against the said Benj. S Brittain for the recovery of said reservation. Now I the said Benjamin S Brittain for divers, & for having said controversy adjusted, and not wishing to throw any difficulties in the way of a full settlement with the Indians, have this day agreed with R McSaunders, and Humphrey Posey Commissioners, as aforesaid that in consideration of the sum of three hundred dollars, the receipt of which is hereby acknowledged, to grant, release and forever quit claim and by these presents do grant release and forever quit claim to the State of North Carolina, her grantee, and assigns, forever, all the right, title and interest vested in me by the purchase and conveyance to me by the said John Welch, to have and to hold the same to the said State, her grantee, and assigns free from the claims of all persons claiming by or through me forever.

Given

Given under my hand and seal, this
ninth day of December, one thousand eight
hundred and twenty nine.

B S Brittain (Seal)

Witness,
Marshall S Polk,
Joshua Roberts, Ack.

It is further agreed between the Commissioner, and
myself that the suit in Lincoln is to be dismissed
at my cost, with the exception of the Plaintiffs
Attorneys fee. Given under my hand & seal
the date within.

Act. B S Brittain (Seal)

Attest,
Joshua Roberts,
J K Gray.

Copy

This Indenture made and entered into this Tenth day of December One thousand eight hundred and twenty nine between Gideon H. Morris, and his wife Nakā of the one part and R. M. Saunders and Humphrey Posey Commissioners duly appointed by the President of the United States of the other part — Witnesseth, That in consideration of the sum of Three thousand, dollars to them in hand paid, by the said R. M. Saunders and Humphrey Posey. the receipt whereof is hereby acknowledged the said Gideon H. Morris and his wife Nakā hath ceded, granted, bargained, sold released and conveyed, and doth by these presents Cede grant, bargain, sell release and convey unto the State of North Carolina, her Grantees and assigns forever all that parcel of land, situate on Tuscaseo River in the County of Macon and State of North Carolina On which Thomas Lord at present resides, the metes and bounds of which will appear by a certificate and Plat of survey as filed in the office of the Cherokee Indian Agency — it being their Reservation of six hundred and forty acres, as claimed under the Treaties of 1817 & 1819 as entered into with the United States and the Head men of the Cherokee nation of Indians — and all the estate, right, title interest and demand, which they have or either of them hath of in or to the same, or any part or parcel thereof

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thereof. To have and to hold the above described premises, with the appurtenances to the said State of North Carolina, Her grantees and assigns, to her and their use and behoof forever. And the said Gideon F. Morris for himself his heirs Executors and Administrators doth covenant with the said State of North Carolina her grantees and assigns that he the said G. F. Morris his heirs Executors and Administrators shall and will warrant and defend the right and title to the premises aforesaid to the said State of North Carolina her grantees and assigns against the lawful claims and demands of all persons whatsoever

In testimony whereof the said Gideon F. Morris and Anka my wife have hereunto set our hands and seals, after having the same fully interpreted and explained the date and year aforesaid

(Signed) Gideon F. Morris (Seal)
(") Anka (Seal)

In presence of
Marshall T. Polk,
J. M. Gray
Joshua Roberts
} Wits.

The within Deed was Registered in the Registers Office of Macon County, in Book A and in pages 20 21. 22. 23. 24. 25. 26 and 27 March 15th 1830

by me

(Signed) Jno. Nelson
R.M.C.

State of North Carolina } Nov. Sessions 1829
Macon County } The within Deed of Conveyance was acknowledged in open Court — Recorded and ordered to be registered

A. B. Hyatt (Clk)

A True Copy

Certified

Humphrey Posey
Chm of the Commissioners
of the Cot.

Copy

This Indenture, made and entered into the first day of December in the year of our Lord one Thousand Eight Hundred and twenty nine between Ponsulus M. Saunders and Humphrey Posey commissioners duly appointed by the President of the United States in behalf of the State of [redacted] and the undersigned Cherokee claimants to Reservations by virtue of the Treaty and convention entered into and concluded between the Chiefs and Headmen of the said Tribe of Cherokee Indians, and the United States of America in the years one thousand eight Hundred and seventeen and one thousand Eight Hundred and nineteen, of the other part.

Witnesseth - That for and in consideration of the several sums of money hereinafter mentioned as following the names of the respective claimants, the receipt of which they do severally acknowledge before the signing and sealing of these presents To wit, Yanagusha, Wilsona, Long Jim, Jampin, Catharine and his wife Nancy, Innaluska and his wife Wallee, Wa,a,sutta and his wife Che,a,na, Children and heirs of Jenny dec? - for their reservation, Three Hundred and fifty dollars - Nancy and Cu,nu,la widows Whitsparrow, Nagahenor Jim, Nichatu, Wallis Nancy, Nancy and Jaha children and heirs of Yellow Bear dec? for their dower and reservation Three Hundred dollars - Sally widow of Little Deer dec? and Wallasaw her present Husband for her dower in his reservation two Hundred Dollars — Gideon T Morris guardian of the _____ Three Children of Little Deer, for their right and title To said reservation Eight Hundred Dollars —

This Indenture, made and entered into this first day of December in the year of Our Lord one thousand eight hundred & twenty nine between Romulus M Saunders and Humphrey Posey, Commissioners duly appointed by the President of the United States in behalf of the State of North Carolina of the one part, and the undersigned Cherokee claimants to reservations by virtue of the treaty & convention entered into and concluded between the chiefs & Head men of the said tribe of Cherokee Indians and the United States of America in the years one thousand eight hundred & fourteen and one thousand eight hundred & ~~eighteen~~ nineteen of the other part, Witnesseth. That for and in consideration of the several sums of money hereinafter mentioned as falling to the name of the respective claimants, the receipt whereof they do severally acknowledge before the signing & sealing of these presents to wit, Yonaguska, Wile nota, Long Tom, Tarrapin, Ca, la, ca, he and his wife Nancy, Tsunaleska and his wife Wallee, Wee, a, seela and his wife Che, a, na children and heirs of Jenny dec'd, for their reservation three hundred and fifty dollars. Nancy and Oce, nee, la widows, Whippenville, Nagakins or Jim, Nechotee Waller, Nancy Nancy, and Tolka

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children and heirs of Yellow Bear, dec'd. for their dower and reservation three hundred dollars - Sally widow of Little Deer dec'd. and Wallace her present husband - for her dower in his reservation two hundred dollars. Gideon F Morris Guardian of the three children of Little Deer for their right and title to said reservation Eight hundred dollars. Little George Cat and his wife Jinny Jim and Chaunuca children and heirs of Waller dec'd - for their right and title to her reservation five hundred and fifty dollars - John Davidson, Tom Commaght, Te-ca-ner-ka and his wife Ea-cha-ca, Stecoa and his wife Cantana children & heirs of Ca-hu-ca dec'd: for their right & title to her reservation four hundred dollars, Sarah widow of Ke-ya-hutter dec'd, All boney and Naka children and heirs of the said deceased for their rights and title to his reservation four hundred dollars - John Walker for his reservation two hundred & fifty dollars - they the parties aforesaid (in consideration of the sums aforesaid) do severally agree to cede, grant, sell, release and convey, and by these presents, each and all of them hath ceded, granted, sold, released and conveyed unto the State of North Carolina, her Grantee, & assigns all & singularly, each and every right, title, interest

and

Copy

and claims, which they and each of them have to the several reservations of six hundred and forty acres of land situate in the County of Macon and State of North Carolina and which they the parties aforesaid severally claim title to by virtue of the treaty and convention concluded as aforesaid, a part of which reservations have been located and surveyed, as will more fully appear by reference to said surveys as filed with the clerks agent, and of the list of names registered with the agent aforesaid for reservations within the limits of the said State of North Carolina, together with all the privileges and appurtenances to the said several tracts of land and reservations in any wise appertaining and belonging. To have and to hold the above granted premises and reservations to the said State of North Carolina her grantees & assigns, to her & their use and behoof forever. And we the said Yonaguska, Wilnota, Long Town, Tanapin, Calateeher, & wife Nancy, Tunaluska and his wife Walley, Wesota and wife Cheana, Nancy and Ocnula, Whitehorn's, Nagaheins or Jim, Nicholas, Wallace, Nanny, Nancy and Tolka, Sally, Little George, Cat and wife Jenny, Jim, Chaw-ca-ca, John Davidson, Tom Connaught, Tesaneska and wife, Ec, cha. ca, Stecoa and wife Cauhena, Sarah, Allbone, Nata, John Walker

for ourselves, our heirs, executors and administrators do covenant with the said State of North Carolina her grantees and assigns, that the premises aforesaid are free from all conveyance, and that this grant and conveyance is made of our own free will and consent and that we and our heirs executors and administrators, shall warrant and defend the same to the said State of North Carolina, her grantees and assigns forever, against the lawful demands, of all persons whatever.

In testimony whereof, we the parties aforesaid have hereunto set our hands, and seals the date first above written.

Signed sealed, interpreted and delivered in the presence of us

Marshall T Polk

J K Gray. Interpt.

+ Yo. na. gaska + (Seal)
+ Wah no. ta + (Seal)
+ Long Tom + (Seal)
+ Tanapin + (Seal)
+ Ca, la, te, ha + (Seal)
+ Nancy + (Seal)
+ Tunalaska + (Seal)
+ Walker + (Seal)
+ We, a, salta + (Seal)
+ Che, a, na + (Seal)
+ Nancy + (Seal)
+ Oce, nu. la + (Seal)

+	Whippemill	+	(Seal)
+	Nayahins or Jim	+	(Seal)
+	Ni, cho. tus	+	(Seal)
+	Walla	+	(Seal)
+	Nancy	+	(Seal)
+	Nanny	+	(Seal)
+	Toka	+	(Seal)
+	Wallapee	+	(Seal)
+	Sally	+	(Seal)
+	Little George	+	(Seal)
+	Cat	+	(Seal)
+	Jimmy	+	(Seal)
+	Jim	+	(Seal)
+	Chan. ee, ee	+	(Seal)
+	Mc Davidson	+	(Seal)
+	Tom Connaught	+	(Seal)
+	Se. ca. nen-ka	+	(Seal)
+	Ee. cha. ee	+	(Seal)
+	Steen	+	(Seal)
+	Cam. le. no	+	(Seal)
+	Sarah	+	(Seal)
+	All bone,	+	(Seal)
+	haka	+	(Seal)
+	John walker	+	(Seal)
+	Geo. Simmons	+	(Seal)

N B Hyatt
Witness Lieu. Jones